

City Clerk File No. Ord. 14.103

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.103

TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO FILE AN OFFER OF FINANCIAL ASSISTANCE [OFA] TO ACQUIRE CERTAIN PROPERTY COLLECTIVELY KNOWN AS THE SIXTH STREET EMBANKMENT FROM CONRAIL AND SUCH OTHER CONRAIL PROPERTIES AS ARE NECESSARY TO CONNECT WITH THE MAIN LINE IN THE VICINITY OF CP WALDO

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Consolidated Rail Corporation [Conrail] was the owner of certain property designated as Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 and 50.PL, Block 446, Lot 18A on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment [Property]; and

WHEREAS, the Property is part of a line of railroad known as the Harsimus Branch, which was the former main line of the Pennsylvania Railroad into Jersey City; and

WHEREAS, lines of railroad may not be abandoned and converted into non-rail use without the prior authorization of the Surface Transportation Board [STB], a federal agency, even if the railroad owning the line has ceased to use it for rail purposes; and

WHEREAS, Conrail ceased using the Property in or around 1996; and

WHEREAS, the Property and its extension to CP Waldo (in the vicinity of Chestnut and Waldo Streets) is the last underutilized transportation corridor available to address passenger and freight transportation needs in congested Downtown Jersey City; and

WHEREAS, the property also is part of the preferred route of the East Coast Greenway and is listed on the State Register of Historic Places; and

WHEREAS, in 2004 and 2005, City of Jersey City by adoption of Ordinances 04-096 and 05-064 authorized acquisition of the Property for its own use as open space and for eventual construction of a public park; and

WHEREAS, notwithstanding the City's expression of interest in acquiring the property in 2005 Conrail sold the Property to a private party [Developer] for \$3 million for non-rail purposes without any prior STB rail abandonment authorization; and

WHEREAS, the City of Jersey City along with Embankment Preservation Coalition [Coalition] and Rails to Trails Conservancy [RTC] filed a petition for a declaratory order at STB for a determination that the Harsimus Branch was a line of railroad such that the 2005 sale was illegal, and otherwise objected to the sale and redevelopment of the Property; and

WHEREAS, Conrail and the Developer sought to evade STB regulation (including historic preservation regulation by STB) by claiming that the Harsimus Branch was not a line of railroad; and

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO FILE AN OFFER OF FINANCIAL ASSISTANCE [OFA] TO ACQUIRE CERTAIN PROPERTY COLLECTIVELY KNOWN AS THE SIXTH STREET EMBANKMENT FROM CONRAIL AND SUCH OTHER CONRAIL PROPERTIES AS ARE NECESSARY TO CONNECT WITH THE MAIN LINE IN THE VICINITY OF CP WALDO

WHEREAS, the STB ruled that the Property was part of a line of railroad, but this ruling was appealed by Conrail and the Developer, resulting in litigation in federal courts that ultimately determined in 2013 that the Harsimus Branch in fact was a line of railroad for which STB abandonment authorization was required; and

WHEREAS, the Developer in some cases joined by Conrail filed multiple litigations against the City of Jersey City and its boards, agencies and employees as well as the Coalition and RTC and attorneys for City, Coalition and/or RTC; and

WHEREAS, the STB in a Decision served August 11, 2014, rejected the Developer's most recent efforts to assert that STB lacked jurisdiction over the Harsimus Branch; and

WHEREAS, in another Decision served August 11, 2014, STB reinstated an abandonment proceeding (AB 167-Sub no. 1189X) for the Harsimus Branch from Marin Boulevard to CP Waldo (vicinity of Chestnut and Waldo Streets) in Jersey City; and

WHEREAS, an important remedy afforded under federal law to communities facing abandonment of lines is the Offer of Financial Assistance [OFA], whereby a community may purchase on terms set by the STB a line or portion thereof interconnecting to the freight rail system for, as construed by STB, continued freight rail and other compatible public purposes; and

WHEREAS, the governing statute (49 U.S.C. 10904) requires that the successful OFA applicant neither transfer nor discontinue service over such line for two years after purchase; and

WHEREAS, the City wishes to use the OFA remedy to secure the corridor for continued freight and passenger rail service in order to relieve congestion and pollution on City streets, especially from trucks, and to employ any surplus property as open space and for other compatible public purposes, all consistent with preservation of the historic Sixth Street Embankment; and

WHEREAS, under STB precedent in OFA proceedings, the presumptive price of fee title to the Property is the price paid by the Developer (\$3 million) and the presumptive price of easement title to the Property is zero; and

WHEREAS, the City under the OFA remedy also will need to acquire additional property to link to the national freight rail network (National Docks Secondary and/or CP Waldo), which will require a corridor of no less than 30 feet width and if otherwise feasible 50 to 60 feet width minimum across property believed owned by Conrail extending as far as the National Docks Secondary and/or by easement over said National Docks Secondary to CP Waldo; and

WHEREAS, the City wishes to comply fully with the requirements of 49 U.S.C. 10904; and

WHEREAS, pursuant to N.J.S.A. 48:12-125.1, City is also authorized to acquire Conrail properties subject to STB abandonment proceedings on terms offered by Conrail to other purchasers; and

WHEREAS, in order to pursue the OFA remedy, City will be required to pay an application fee of \$1,500, and, in order to obtain terms and conditions of purchase from STB, an additional fee of \$23,100; and

WHEREAS, in order to invoke the OFA remedy, City must also be prepared to offer expert evidence on valuation issues and upon other issues pursuant to conditions imposed by STB; and

WHEREAS, STB's terms and conditions ordinarily require conveyance of the property by quitclaim deed, as is where is; and

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO FILE AN OFFER OF FINANCIAL ASSISTANCE [OFA] TO ACQUIRE CERTAIN PROPERTY COLLECTIVELY KNOWN AS THE SIXTH STREET EMBANKMENT FROM CONRAIL AND SUCH OTHER CONRAIL PROPERTIES AS ARE NECESSARY TO CONNECT WITH THE MAIN LINE IN THE VICINITY OF CP WALDO

WHEREAS, once STB sets terms and conditions, the OFA applicant is ordinarily given no less than ten (10) days to accept or to reject the terms and conditions; and

WHEREAS, if the terms and conditions are accepted, they are binding on the applicant; and

WHEREAS, funds are available for all costs to be incurred pursuant to this ordinance in Account No. 04-215-55-887-990.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel or his duly designated agent and the Business Administrator are authorized to file an Offer of Financial Assistance [OFA] to acquire title to the following property for purposes of continued freight rail and other compatible public purposes including passenger rail, open space, trail and historic preservation: Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50, Block 415, Lots 50 and 50.PL, and Block 446, Lot 18A, on the City of Jersey City's Official Tax Assessment Map and more commonly known collectively as the Sixth Street Embankment [Property] for the presumptive sum of \$3 million for fee title to the portion of the Property purportedly sold to the Developer for that price in 2005, and for an additional amount such that the total expenditure does not exceed \$5.7 million for the Property and for all remaining property necessary to achieve a connection to the national freight rail network.
2. The Corporation Counsel of the City of Jersey City or his duly designated agent and the Business Administrator are authorized and directed to undertake any actions and execute any documents necessary or appropriate to acquire any property by purchase from Conrail under an Offer of Financial Assistance as provided in paragraph 1. In the event the STB sets terms and conditions exceeding \$5.7 million under the OFA, the Corporation Counsel shall advise the Council immediately so that the Council may accept or reject such terms and conditions within the time period set by STB.
3. The Corporation Counsel or the Business Administrator are authorized and directed to solicit proposals to engage the services of surveyors, title insurance companies, appraisers and any other professionals whose services are necessary or appropriate to pursue an OFA and otherwise to implement the purposes of this ordinance.
4. The Corporation Counsel or the Business Administrator are authorized and directed to take appropriate measures to meet the City's obligation, in the event of a successful OFA, to seek to provide rail service per 49 U.S.C. 10904, including, but not necessarily limited to, (a) to solicit proposals for construction or operation of interim freight rail transload facilities to serve freight rail customers of the Harsimus Branch on suitable property in the event City acquires all or a portion of the Harsimus Branch at issue in AB 167 Sub 1189X pursuant to an OFA, provided that respondents are encouraged to limit subsidization requests for construction of a switch and trackage or for operation in light of the possible interim nature of said transload operations, pending planning for reconstruction and further operation, and (b), in the event City successfully acquires the Harsimus Branch pursuant to STB's OFA procedures, further to solicit proposals from consultants to prepare plans and recommendations (including for contributions to offset reconstruction costs) for restoration of the Harsimus Branch for rail purposes to the extent practicable consistent with other public purposes.

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO FILE AN OFFER OF FINANCIAL ASSISTANCE [OFA] TO ACQUIRE CERTAIN PROPERTY COLLECTIVELY KNOWN AS THE SIXTH STREET EMBANKMENT FROM CONRAIL AND SUCH OTHER CONRAIL PROPERTIES AS ARE NECESSARY TO CONNECT WITH THE MAIN LINE IN THE VICINITY OF CP WALDO

5. In the event STB does not permit City to OFA the Property, or the OFA is unsuccessful, the Corporation Counsel with the cooperation of the Business Administrator are authorized and directed to pursue all other possible remedies that may result in acquisition of the Property, including connections for rail and other public purposes such as trail at the STB and by means of N.J.S.A. 48:12-125.1.
6. This Ordinance shall take effect at the time and in the manner as provided by law.
7. This Ordinance shall not rescind Ordinance 04-096 or 05-064 which authorized the acquisition of the Embankment solely for open space and a park by purchase or condemnation.
8. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO FILE AN OFFER OF FINANCIAL ASSISTANCE [OFA] TO ACQUIRE CERTAIN PROPERTY COLLECTIVELY KNOWN AS THE SIXTH STREET EMBANKMENT FROM CONRAIL AND SUCH OTHER CONRAIL PROPERTIES AS ARE NECESSARY TO CONNECT WITH THE MAIN LINE IN THE VICINITY OF CP WALDO

Initiator

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This ordinance authorizes the relevant City departments to file for, and to pursue, a federal eminent domain remedy (49 USC 10904, called the "OFA" remedy) as administered by the federal Surface Transportation Board (STB) to acquire an unused portion of a line or railroad called the Harsimus Branch (Marin Blvd. to CP Waldo) which contains the Sixth Street Embankment, a City Historic Landmark. City has sought to acquire at least portions of this property since before Conrail in 2005 illegally sold the Embankment parcels to a developer without the required STB abandonment authorization. Conrail and the developer for years sought to prevent STB from exercising its jurisdiction. Now, an abandonment proceeding is finally pending, in which STB affords an OFA remedy. As a condition for invoking the remedy, the City must continue efforts to provide freight rail service on the line for two years before it may seek discontinuance authority. The OFA remedy affords an efficient means to acquire the last underutilized transportation corridor into downtown for continued transportation (including rail) use, as well as other uses, all consistent with

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

City Clerk File No. Ord. 14.104
Agenda No. 3.B 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.104

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 275
(SECOND HAND DEALERS) OF THE JERSEY CITY MUNICIPAL CODE**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, theft of property negatively affects the residents of Jersey City and the surrounding area, and has a negative financial impact on citizens and businesses; and

WHEREAS, the City Council believes that a thorough investigation, identification, maintenance of records, and licensing of secondhand dealers in the City of Jersey City is required and would be in the interest of public safety and general welfare, consistent with and in accordance with N.J.S.A. 51:5-1 et seq., and N.J.S.A. 51:6-1 et seq.; and

WHEREAS, it is the purpose and intent of this Chapter to assist law enforcement officials and victims of crime in recovering stolen precious metals, gems, gemstones, and/or other articles by requiring electronic reporting, maintenance and distribution criteria for secondhand and transient dealers; and

WHEREAS, pursuant to this Chapter, secondhand dealers of goods within the City of Jersey City are hereby required to submit transaction data in an electronic format; and

WHEREAS, the use of electronic reporting systems for this type of information is common across the United State. These systems are proved to dramatically increase law enforcement's ability to efficiently collect transaction data, to make matches of sold or pawned items to stolen items, and to identify trends in the selling or pawning of stolen property.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City as follows:

A. The following amendments to Chapter 275 (Second Hand Dealers) are hereby adopted:

SECOND HAND DEALERS

§275-1. Through §275-9. No Change.

§275-10. Record book; contents.

- A. Every secondhand dealer ~~{shall keep a bound record book, in a form}~~ shall complete a transaction receipt and shall electronically submit said receipt in a method as prescribed by the Director of Public Safety, in which every purchase and sale shall be legibly written in ~~{ink and}~~ English at the time of the transaction, as follows:

**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 275
(SECOND HAND DEALERS) OF THE JERSEY CITY MUNICIPAL CODE**

- (1) A description of each item involved.
 - (2) The number or numbers of identification which may appear on each item.
 - (3) A complete and accurate description of each item or piece comprising old gold, silver, platinum or other metals and of any monograms, inscriptions, marks or other identification thereof.
 - (4) The name, residence and general description of the person from whom such purchase was made and to whom sold, as follows:
 - (a) DOB;
 - (b) Height;
 - (c) Weight;
 - (d) Hair color;
 - (e) Eye color;
 - (f) Facial hair;
 - (g) Employer; and
 - (h) Thumbprint of customer.
 - (5) The day and the hour of the purchase or sale.
 - (6) A photograph of the item.
- B. In the case of a purchase or sale of a pawnbroker ticket or other evidence of a pledged article or a redemption or sale of a pledged article, there shall be ~~[written in such book]~~ recorded in a way as prescribed by the Director of Public Safety at the time of such purchase, sale or redemption:
- (1) The name and address of the person who issued such ticket or other evidence.
 - (2) The pledge number of such pawn ticket or other evidence.
 - (3) The name and address of the pledgor as it appears upon such pawn ticket or other evidence.
 - (4) The amount loaned or advanced as it appears on such pawn ticket or other evidence.
 - (5) The day and hour of such purchase, sale or redemption, as the case may be.
 - (6) The name, residence and general description of the person from whom or to whom the redeemed article is purchased or sold, as the case may be.
 - (7) The sum paid or received for such pawn ticket or other evidence or the sum paid or received for the redeemed article or pledge.
 - (8) Such description of a pledged article as appears on such pawn ticket or other evidenced and an accurate description of every redeemed pledged article.
- C. Every dealer in secondhand articles who receives secondhand articles on consignment shall keep a record, in the above-prescribed book, describing the articles and the name and description of the person or dealer such items are received from.

**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 275
(SECOND HAND DEALERS) OF THE JERSEY CITY MUNICIPAL CODE**

- D. As between dealers, all transactions shall be recorded in the above-prescribed book and legible records kept describing the articles, including a detailed description of all jewelry and costume jewelry.
- E. Duly licensed dealers in secondhand articles shall keep a record of purchases in a bound book, noting the article number on each purchase. All identifiable secondhand articles shall be entered individually in the ledger book and reported individually to the Director of Public Safety for the City of Jersey City at the close of each business day. The daily reporting requirement set forth in this section shall not apply to nonprofit organizations established under 26 U.S.C. §501.
- F. Every secondhand dealer shall verify the identity of every person from whom he or she purchases an article and keep a written record of the nature of the evidence submitted such person to prove his or her identity. Each seller must provide two forms of identification, one of which must be a photograph along with one of the following:
- (1) Any official document, except a social security account number card, issued by the United States government, any state, county, municipality or subdivision thereof, any public agency or department thereof or any public or private employer which requires and bears the signature of the person to whom it was issued; or
 - (2) Other identification documentation which, under the circumstances of any particular purchase, would lead a reasonable person to believe to be accurate and reliable when identification under Subsection F(1) is not available.

§275-11. Availability of record ~~{book}~~ transaction and items for inspection.

The ~~{record-book}~~ transaction records and items of each secondhand dealer shall, at all reasonable times, be open to the inspection of the personnel of the Department of Public Safety and the Division of Commerce.

§275-12. Through §275-16. No Change.

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in ~~{brackets}~~ are omitted.
For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

JM/he
9/02/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE AMENDMENT OF CHAPTER 275 (SECONDHAND DEALERS) TO REQUIRE SECONDHAND DEALERS TO ELECTRONICALLY RECORD EVERY PURCHASE AND SALE.

Initiator

Department/Division	Department of Public Safety	Office of the Director
Name/Title	James Shea	Director of Public Safety
Phone/email	201-547-4239	jshea@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The current Municipal Ordinance is specific in regards to what methods secondhand dealers must use to record purchases and sales. This ordinance will amend the code to require secondhand dealers to electronically record purchases and sales into a database.

I certify that all the facts presented herein are accurate.



Signature of Department Director

9/2/2014

Date

City Clerk File No. Ord. 14.105

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE **14.105**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
TITLE: ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE
SECTION 345-10 ENVIRONMENTAL COMMISSION, FOR EXPANDING THE
PURPOSES OF THE ENVIRONMENTAL COMMISSION**

WHEREAS, the Jersey City Environmental Commission was reorganized in 2011 under City Ordinance 11-002, amending Chapter 31 of the Jersey City Municipal Code, which created the Environmental Commission; and

WHEREAS, the Jersey City Environmental Commission has the power to study and make recommendations regarding environmental concerns which affect the enjoyment and health of the public. (NJSA 40:56a-6); and

WHEREAS, Jersey City did achieve Silver Level Sustainable Jersey Certification in 2011 and does wish to continue the same level of sustainability; and

WHEREAS, Sustainable Jersey does require a Green Team be established by the Mayor and City Council that will focus on completing actions required for Sustainable Jersey Certification; and

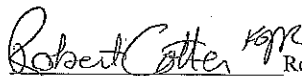
WHEREAS, the Green Team provides the leadership to help develop plans, implement programs and assist with educational opportunities that support the creation of a sustainable community; and

WHEREAS, the Planning Board of Jersey City, at its meeting of August 26, 2014 did discuss and vote to recommend adoption of this amendment herein by the Municipal Council;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.



Robert D. Cotter, PP, FAICP, Director of Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Amendment to Article 345-10 Environmental Commission

Initiator

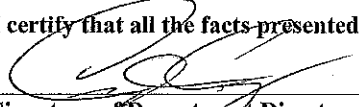
Department/Division	HEDC	Planning
Name/Title	Tanya Marione	Senior Planner
Phone/email	201-547-5488	tanyam@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose

The purpose of this amendment is to expand the purpose of the Jersey City Environmental Commission to also serve as the official Sustainable Jersey Green Team. The Jersey City Environmental Commission is a volunteer board of citizens who are in the environmental professional field or have a deep passion for creating a sustainable Jersey City.

 I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Proposed amendments to the Land Development Ordinance for Sections Relating to the Environmental Commission Section 345-10

Material indicated by strikethrough like ~~this~~ is existing material that is intended to be deleted.

Material indicated by bold italic *like this* is new material that is intended to be enacted.

3. Purpose of the Environmental Commission.

- a. Promote the protection and conservation of land, air, water and other natural resources within the territorial limits of the City. Such promotion shall consist of educating the public and advising the city government about the best methods for protecting and conserving these resources.
- b. Assist the City in the proper development and use of these resources by coordinating the planning efforts of the various departments, agencies and agents who provide environmental services.
- c. Promote the protection of the public health by educating the public and advising City government about environmental health hazards.
- d. Conduct research into the use and possible use of open land areas of Jersey City and:
 - i. Have the power to coordinate the activities of unofficial bodies organized for similar purposes.
 - ii. Keep an index of all open areas whether publicly or privately owned, including open marshlands, swamps and other wetlands, in order to obtain information on the proper use of such areas.
 - iii. Have the authority to recommend to the Planning Board plans and programs for the development and use of such areas for inclusion in the Jersey City Master Plan.
- e. Advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which it deems necessary for its purpose.
- f. Study and make recommendations concerning open space preservation, water resources management, air pollution control, solid waste management, noise control, environmental appearance, marine resources, protection of flora and fauna and any other environmental concerns which affect the enjoyment and health of the public.
- g. Refer matters to the proper City authorities whenever violations of environmental law come to its attention.
- h. Keep records of its meetings and activities and shall make an annual report to the City Council.
- i. Assist in the formulation of funding plans submitted to the Green Acres/Green Trust program of the New Jersey Department of Environmental Protection.
- j. Advise the Planning Board and Board of Adjustment as to the environmental impact of development projects which would use an average of at least ten thousand (10,000) gallons of water per day.
- k. Delegate an environmental commissioner to be a permanent member of the Local Emergency Planning Council (per federal P.L. 99-499) and delegate other Commissioners to be members of the other municipal environmental bodies as the City creates from time to time.
- l. Act and serve as the official Jersey City Sustainable Green Team that is responsible for pursuing and maintaining the City's Sustainable Jersey Certification through collaboration with the municipality and public to develop and support sustainable initiatives for the City.***

SUMMARY SHEET

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE SECTION 345-10 ENVIORNMENTAL COMMISSION, FOR EXPANDING THE PURPOSES OF THE ENVIRONMENTAL COMMISSION

The purpose of this amendment is to expand the purpose of the Jersey City Environmental Commission to also serve as the official Sustainable Jersey Green Team. The Jersey City Environmental Commission is a volunteer board of citizens who are appointed by the Mayor and are in the environmental professional field or have a deep passion for creating a sustainable Jersey City. Establishment of the Green Team is a mandatory action for Sustainable Jersey Certification.

City Clerk File No. Ord. 14.106

Agenda No. 3.D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.106

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
REPLACING THE DANFORTH AVENUE TRANSIT VILLAGE REDEVELOPMENT
PLAN WITH A NEW DANFORTH INDUSTRIAL PARK REDEVELOPMENT PLAN**

WHEREAS, the Municipal Council of the City of Jersey City adopted the Danforth Avenue Transit Village Redevelopment Plan at its meeting of October 7, 2008, by Ordinance 08-142; and

WHEREAS, after many years, the residential redevelopment envisioned in the Danforth Transit Village Redevelopment Plan has not been realized while industrial firms now desire to expand in place; and

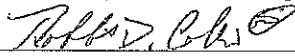
WHEREAS, the Local Redevelopment and Housing Law (NJSA 40A:12A-1 et seq.) permits municipalities to adopt and amend regulations dealing with areas declared to be "in need of redevelopment," and "in need of rehabilitation;" and

WHEREAS, the Planning Board voted favorably to recommend the replacement of the Danforth Transit Village Redevelopment Plan with a new Danforth Industrial Park Redevelopment Plan at its regular meeting of August 26, 2014; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Danforth Transit Village Redevelopment Plan be replaced in its entirety with the Danforth Industrial Park Redevelopment Plan, as recommended by the Jersey City Planning Board.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, PP, FAICP, Director, Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY REPLACING THE DANFORTH AVENUE TRANSIT VILLAGE REDEVELOPMENT PLAN WITH A NEW DANFORTH INDUSTRIAL PARK REDEVELOPMENT PLAN

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Will replace the Danforth Transit Village Redevelopment Plan with a new Danforth Industrial Park Redevelopment Plan. The current Transit Village plan was adopted in 2008 in an attempt to convert a small industrial area to residential use adjacent to the Danforth light rail station. The conversion to residential is now no longer feasible, and the existing industrial firms wish to expand. The proposed Industrial Park plan will remove the residential zoning and provide for the expansion of the industrial uses in this area.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Summary

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY REPLACING THE DANFORTH AVENUE TRANSIT VILLAGE REDEVELOPMENT PLAN WITH A NEW DANFORTH INDUSTRIAL PARK REDEVELOPMENT PLAN

This ordinance replaces the Danforth Transit Village Redevelopment Plan with a new Danforth Industrial Park Redevelopment Plan.

Danforth Industrial Park Redevelopment Plan

City of Jersey City

**To be Presented to the
Jersey City Planning Board**

Ver. 2014-08-01

INTRODUCTION

The Redevelopment Area is located in the southeastern portion of Jersey City, situated between Linden Avenue on the south, Chapel Avenue on the north, the N.J. Turnpike Extension on the east and the Light Rail/Conrail roadbed on the west. (See Boundary Map)

This Redevelopment Area was initially studied as a possible Area in Need of Redevelopment in the summer of 2008. On June 25, 2008, the Municipal Council of the City of Jersey City authorized the Planning Board to conduct a preliminary investigation of the Area and to determine if the Area qualified as an Area in Need of Redevelopment. The Planning Board held a Public Hearing and did determine that the Area met the appropriate criteria. The Planning Board, by resolution, then recommended to the City Council that the Area be designated as a Redevelopment Area. The Jersey City Municipal Council did so designate the study area as an Area in Need of Redevelopment.

The Area was referred to as the Danforth Avenue Transit Village Study Area. A Redevelopment Plan, titled the Danforth Avenue Transit Village Redevelopment Plan was reviewed and recommended to the Municipal Council by the Jersey City Planning Board at its meeting of August 5th, 2008; and adopted by the Jersey City Municipal Council by Ordinance number 08-142 on September 10, 2008.

The Danforth Avenue Transit Village Redevelopment Plan was envisioned as a residential redevelopment plan. However, this plan has not yet been implemented and is unlikely to be implemented as a residential district. The proposed residential concept did not respect the existing lot configuration or ownership pattern. The lots were, and still are, configured for the uses that have historically existed in this area; primarily industrial and railroad related uses. This configuration of the land does not lend itself to a residential reuse. A residential redevelopment would require the consolidation of all lots and their re-subdivision. This is a cumbersome process at best and would further require the cooperation of all property owners, making the process that much more onerous. The City of Jersey City has no intention of using eminent domain to acquire and assemble the property within this redevelopment area, nor does the City have any desire to eliminate industrial land uses and the jobs they create from this area of the City. Further, the area is not now suited for residential development.

Historically, this eastern portion of the Greenville section of Jersey City has existed as an area of railroad yards, warehouses and other industrial uses. These industrial uses continue to exist today with some newer expansion of warehousing and distribution facilities as evidenced by the industrial activity within the Greenville Industrial Park area, the new Tropicana facility, and the expansion of the Port Jersey complex by the Port Authority of New York and New Jersey.

The Redevelopment Area developed as an industrial area because it is on the eastern edge of the Greenville section of Jersey City isolated from the residential neighborhoods to the west by active railroad lines and had good rail transportation access. Railroad lines with industrial spurs and sidings served the industrial land uses in the area. Even before the railroad lines, the Morris Canal traversed the area. These industrial uses contributed significantly to the economic vitality of the City, providing jobs and tax ratables through the early part of the 20th Century.

northern and northwestern edges of the park are also now in the midst of redevelopment as new primarily residential neighborhoods. The new Jersey City Medical Center also occupies parts of this area as does the Liberty Science Center.

There is a small industrial park at the southern end of Liberty State Park, but continuing south into the Caven Point area, hundreds of acres of former industrially zoned land is now developed with the Liberty Golf Course and the Port Liberte residential development.

The last remaining industrial area along the Jersey City waterfront lies just south of Port Liberte and consists of the Greenville Yards Industrial Park and Port Jersey on the Bayonne border. The subject redevelopment area is adjacent to this industrial area along its northwestern edge.

Realizing the dramatic loss in land available for industrial development that has occurred over this time frame, the City of Jersey City now sees the need to preserve and redevelop the subject area as an industrial area in order to provide needed jobs in the industrial sector and create a more balanced economy relative to the growing office, commercial, retail and residential sectors.

The Jersey City Master Plan dated May 2000 designated the subject area with a Destination Tourism classification. The Destination Tourism zoning was designated for a much larger area encompassing the Jersey City waterfront from the Caven Point Area on the South to the Morris Canal Basin on the North. Currently the Destination Tourism Area has been redeveloped to include Liberty State Park, Liberty Science Center, Liberty Golf Course and includes ferry service between the Jersey City waterfront and Liberty Island, Ellis Island and points in Manhattan; leaving only this fragment of the area so designated. In fact, this area by itself is unsuitable for a Destination Tourism designation because:

- It is not physically linked to any tourism sites. The area is physically and visually isolated from other areas by the New Jersey Turnpike as well as rail freight lines.
- The real tourism sites of Ellis Island, Liberty State Park and Statue of Liberty are geographically away and apart from this isolated section of Jersey City.
- Although there is a light rail station within the Study Area, this light rail stop is located remote from the major destination attractions of Liberty State Park, Liberty Science Center, Ellis Island and Liberty Island. Visitors to the area from New York City or elsewhere would utilize one or more closer light rail stations including one station located adjacent to Liberty State Park itself. The Study Area is also remote from ferry service which provides direct access to New York City when visiting Jersey City.

Further, given the dramatic loss of industrially zoned properties, the City of Jersey City no longer believes that the Redevelopment Area should be designated for residential uses, but rather that it should revert to an industrial area as it was previously zoned. In the period prior to the current Jersey City Land Development Ordinance, the subject area was zoned I-2 Intensive Industrial by the Jersey City Zoning Ordinance for the period from 1974 to 2001. Even prior to 1974, the subject area was designated as an industrial zone in a zoning ordinance adopted by Jersey City in 1963 and prior to that date as well, dating as far back as the 1930's.

Lot 43 (formerly Block 1505, Lot 1) Owner – Lynclare Group, Inc.

Lot 45 (formerly Block 1505, Lot D) Owner - Consolidated Rail Corp.

II. REDEVELOPMENT OBJECTIVES

Redevelopment activities in the Redevelopment Area will be undertaken in conformity with and will be designed to meet the following goals and objectives.

- A. To redevelop the Redevelopment Area through the elimination of blighting influences, the remediation of environmental contamination consistent with New Jersey Department of Environment Protection standards and requirements and by providing opportunities for new industrial development.
- B. To provide for coordination of redevelopment activities to promote a uniform attack on blight and reinforce already existing renewal and improvement programs.
- C. To provide additional revenue to the City of Jersey City through the private development of vacant lands which are currently contributing limited revenue to the City.
- D. To provide land necessary to accommodate the need for industrial space in the City of Jersey City.
- E. To create skilled and semiskilled jobs accessible to residents of Jersey City by public transportation.
- F. To provide a vehicular circulation system that will allow for efficient movement for vehicles to and from, as well as within the site.
- G. To provide, where necessary, site improvements including sidewalks, access easements, off-street parking, open space, and landscaped areas.
- H. To encourage and improve public transportation access to the area.

III. BUILDING DESIGN REQUIREMENTS

- A. All buildings in the Redevelopment Area must be located with proper consideration of their relationship to other buildings in terms of light, air, usable open space, access to public and private rights of way, off-street parking, height and bulk.
- B. Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials.
- C. Buildings shall be designed to be attractive from all vantage points.

screening purposes as appropriate, consistent with the requirements of the Jersey City Land Development Ordinance.

- C. All landscaped areas and open space must be properly maintained and are subject to the regulations of the Performance Standards Section of the Jersey City Land Development Ordinance.
- D. All fencing along public street rights-of-way must be of a decorative style as approved by the Jersey City Planning Board.
- E. The use of razor wire, barbed wire or other similar material is expressly prohibited within the Redevelopment Area.
- F. All utility distribution lines and utility service connections from such lines to the project area's individual uses shall be located underground where feasible.
- G. All site plans must indicate the method and location of trash disposal. All such areas must be adequately screened and are subject to Planning Board approval.

VI. CIRCULATION FACTORS AND REQUIRED IMPROVEMENTS

- A. Roadway Access - The Redevelopment Area has excellent roadway access to the regional highway network. The New Jersey Turnpike Extension (Interstate – 78) is the eastern border of the Redevelopment Area. This regional highway can be accessed from the Redevelopment Area via either interchange 14C to the south or interchange 14B to the north.

Both Linden Avenue and Chapel Avenue intersect with Caven Point Road just to the east of the elevated New Jersey Turnpike right-of-way. Vehicles traveling along Chapel Avenue pass under the New Jersey Turnpike overpass. Access along Linden Avenue also includes a railroad overpass where clearance has been improved to 13 feet, 6 inches.

Trucks and other vehicles intersecting with Caven Point Road can turn to the north and proceed along Caven Point Road to the Bay View Avenue Extension, where they can turn west and access the New Jersey Turnpike at interchange 14B. From here they can proceed north on the Turnpike to the Holland Tunnel or other points in eastern Hudson County to the north. Vehicles can also proceed to the south on the New Jersey Turnpike.

Trucks and other vehicles travelling on Chapel Avenue can also turn to the south along Caven Point Road to Linden Avenue East, or proceed east on Linden Avenue directly onto Linden Avenue East. Linden Avenue East connects directly with Route 185, which provides access to Route 440 both to the north and south. North Route 440 provides access to the western side of Jersey City, connects with Routes 1&9, and allows access to western Hudson County, the City of Newark and beyond. South Route 440 provides access to Bayonne, Staten Island and beyond. Interchange 14C is located at the

- D. At the Planning Board's discretion final roadway, sidewalk, "Greenway" and/or other site improvement construction may be delayed until individual development occurs rather than be in place during initial site preparation to minimize damage from construction vehicles. However, under no circumstance shall a final certificate of occupancy be granted without the roadway, sidewalk, "Greenway" and/or other site improvements in place unless a performance guarantee is provided by the developer.
- E. No building, roadway or other improvement shall be constructed over a public easement in the project area without prior written approval of the Municipal Council of the City of Jersey City.

VII. INTERIM USES

Interim uses may be established, subject to agreement between the developers and the Planning Board that such uses will not have an adverse effect upon existing or contemplated development during the interim use period. This shall include such signage necessary for project identification. All interim uses will be subject to site plan review by the Jersey City Planning Board. Approvals shall be granted for no more than three (3) years, although such grants may be extended from time to time.

VIII. GENERAL PROVISIONS

- A. Site Plan review shall be conducted by the Jersey City Planning Board pursuant to NJSA 40:55D-1 et. seq. Site plan review shall consist of preliminary site plan application and final site plan application. Applications may be submitted for the entire project or in any number of phases. Preliminary site plan approval for any phase shall entitle an applicant to building permits. Final site plan approval for any phase shall not be granted unless or until that phase is substantially completed, or performance guarantees for site improvements for that phase have been furnished by the redeveloper in accordance with NJSA 40:55D-53. No Certificate of Occupancy of any type shall be issued for any construction until the Planning Board of Jersey City has given final site plan approval for the phase in which such construction is located. As part of any final plan approval, the Jersey City Planning Board may require a developer to furnish performance guarantees shall be in favor of the City of Jersey City in a form approved by either the Corporation Counsel of the City of Jersey City. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of site improvements within one (1) year of final site plan approval.
- B. Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of this Plan and the Land Subdivision Ordinance of the City of Jersey City.
- C. The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of forty (40) years from the date of approval of this plan by the Jersey City Council.

3. Warehousing - provided such activity and the storage of all inventory is conducted entirely within an enclosed structure.
4. Industrial Park consisting of one or more of the above uses.

B. Permitted Accessory Uses – customarily associated with and subordinate and incidental to a permitted principal use, and located on the same lot.

1. Offices.
2. Employee amenity spaces, break rooms, eating areas, etc.
3. Wholesaling (not open to the general public) of goods and services.
4. Distribution.
5. Off-street parking of automobiles and trucks.
6. Loading areas.
7. Fences and walls.
8. Security stations and structures.

C. Adverse Influences

No use or reuse shall be permitted, which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

D. Minimum Lot Size: 2 Acres

E. Lot Shape Factor: All lots shall have a maximum shape factor of 25. Shape factor is defined as the perimeter of the lot squared, divided by the lot area. ($\text{Perimeter}^2/\text{Lot Area}$)

F. Maximum Building Coverage: 80%

G. Maximum Lot Coverage: 90%

H. Maximum Building Height: 50 feet

I. Minimum Setbacks/Yards:

1. 10 feet to a public street right-of-way line.
2. 5 feet to any property line adjoining a rail road right-of-way.
3. 8 feet to any other property line.
4. Parking, loading areas and any other paved areas shall be setback a minimum of 5 feet from any property line, which area shall be properly landscaped.

J. Minimum Parking:

1. Industrial - One space per three thousand (3,000) sq. ft.
2. Scientific and Research Laboratories – One space per one thousand (1,000) sq. ft.
3. Warehousing – One space per five thousand (5,000) sq. ft.

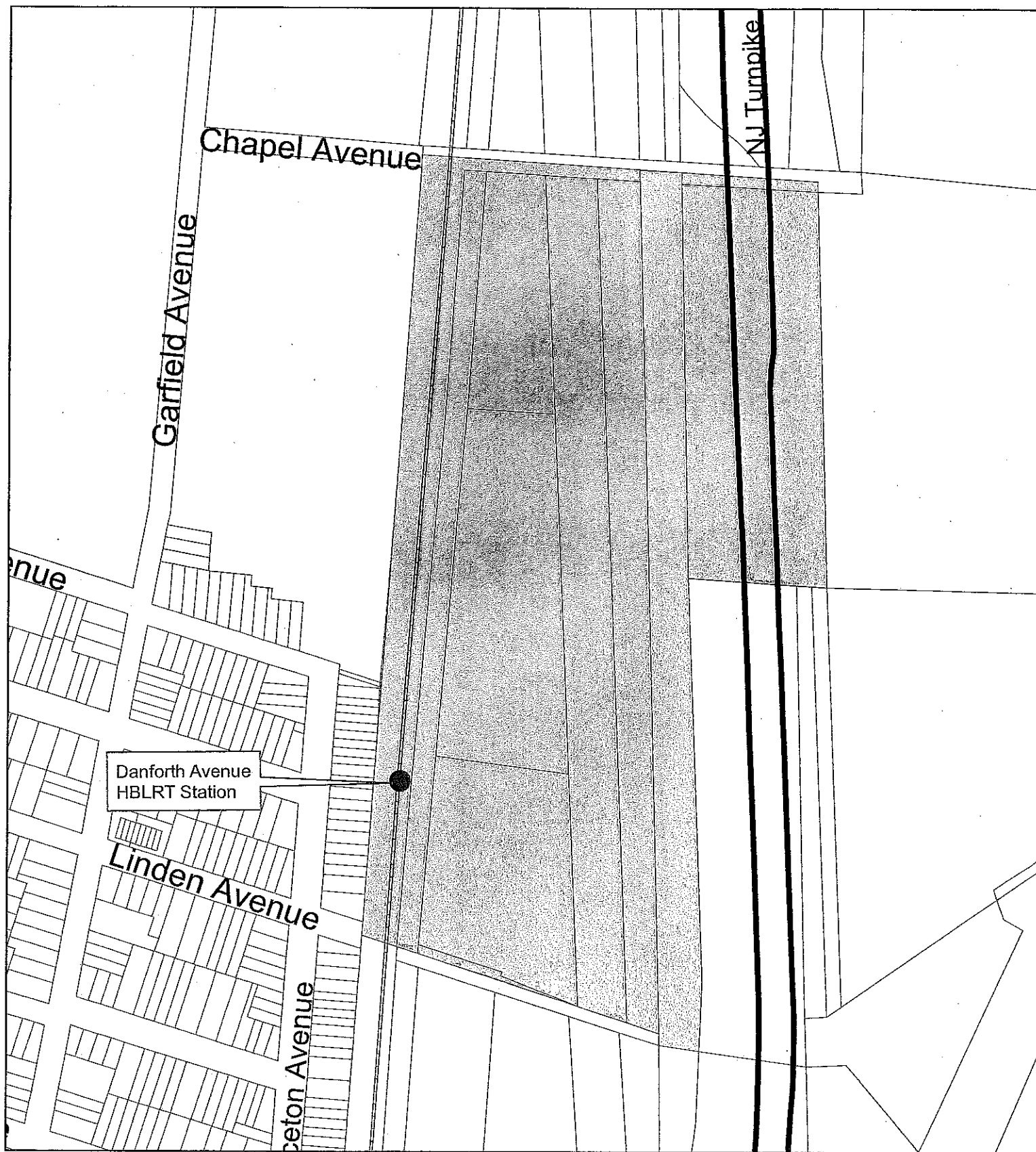
consistent with this Redevelopment Plan. Also within the Hudson County 2008 Master Plan report are several objectives specific to industrial development supported by this Redevelopment Plan. These are:

1. Improve the developability of industrial areas through measures such as infrastructure and access improvements.
2. Encourage and assist in the retention and expansion of existing industries in the County.
4. Establish industrial areas with sufficient access to transportation facilities.
7. Encourage industrial developments to utilize alternative transportation measures for the movement of employees and visitors.

This Redevelopment Plan is consistent with the New Jersey State Development and Redevelopment Plan. Jersey City is a Tier 1 Urban Center. The State Development and Redevelopment Plan encourages development in Tier 1 areas. Further the redevelopment of Brownfield and other contaminated sites is consistent with State environmental policy and redevelopment of properties in close proximity to mass transit is consistent with the principals of "Smart Growth".


The Redevelopment Area is not contiguous to any other municipalities.

- G. The Standards outlined within this Plan are not consistent with the adopted Master Plan of the City of Jersey City. The Master Plan for Jersey City was adopted by the Jersey City Planning Board in August of 2000. The Master Plan designates the Redevelopment Area as DT - Destination Tourism District. The purpose of the district was to further develop this area of the City as a national tourist attraction which can be the catalyst for economic development and provide improved amenities to residents. The district was envisioned to include a convention center, conference center, hotels, active recreation uses, support retail and restaurants. However, the Study Area has not been redeveloped in conformance with these objectives. The Study Area continues to exist as it did at the time of the adoption of the Master Plan as well as the last forty-five years (45 years); consisting primarily of industrial land uses such as warehouses and a junkyard. The DT objectives have not, and cannot be accomplished with the Redevelopment Area given the Redevelopment Area's limited size, it's isolation and remoteness from other destination type uses in the district and other factors as more fully described in the Introduction section of this Redevelopment Plan. Clearly, the subject area's long history as an industrial area, it's accessibility to the regional road network and accessibility to the local work force via public transportation, the surrounding industrial land uses to the south and east as well as the adjacent freight railroad lines; make this Redevelopment Area much more suited for industrial development rather than destination tourism.
- H. This Redevelopment Plan shall supersede all provisions of the Jersey City Zoning Ordinance that are specifically addresses herein. Any zoning related question that is not addressed herein shall refer to the Jersey City Land Development Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant



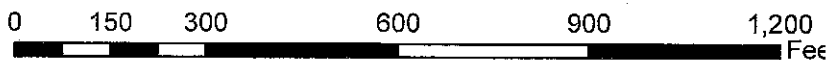
DANFORTH INDUSTRIAL PARK REDEVELOPMENT PLAN BOUNDARY MAP

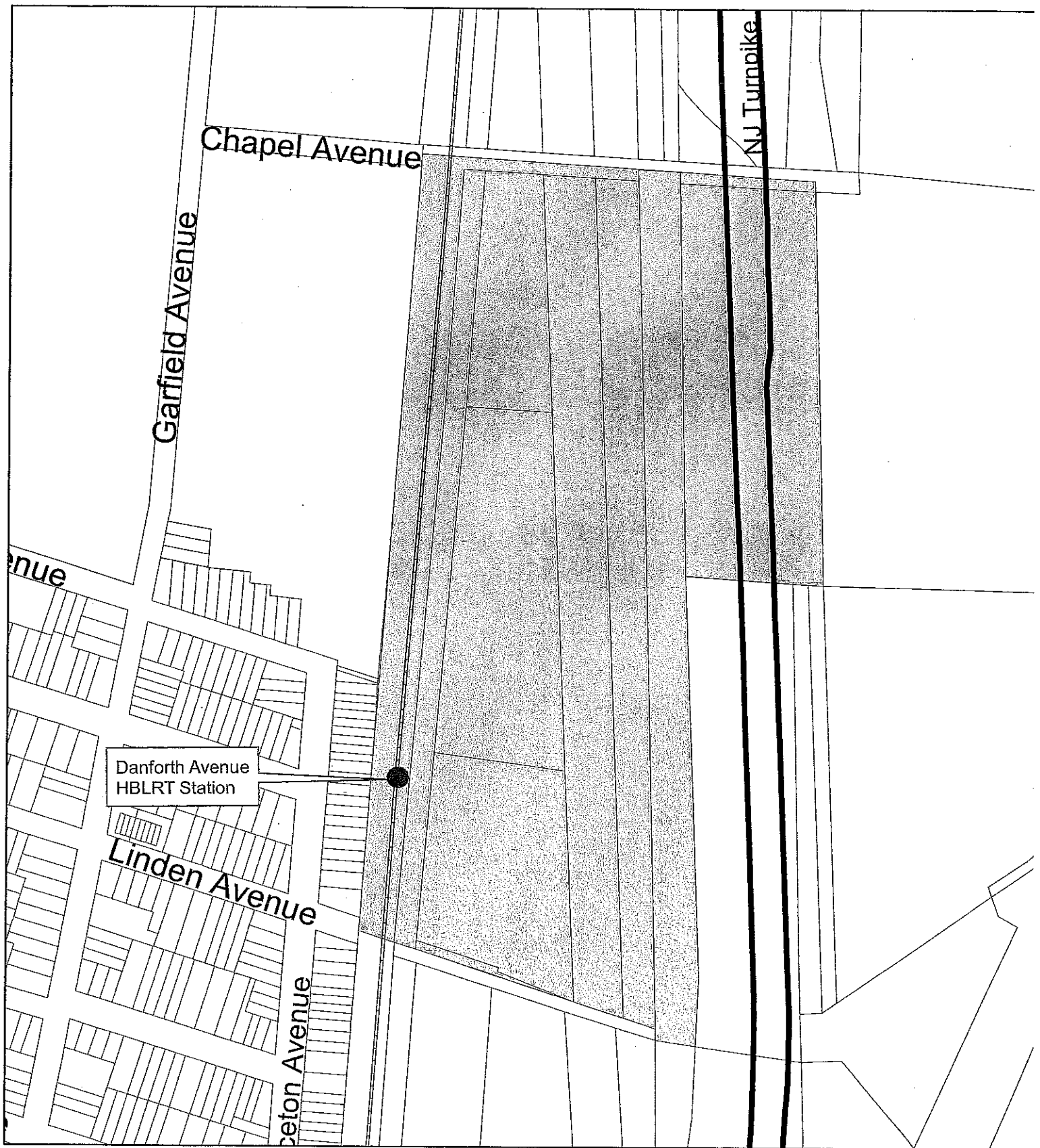



 Jersey City
 City Planning Division
 30 Montgomery Street Suite 1400
 Jersey City, NJ 07302-3821
 Phone: 201.547.5010
 Fax: 201.547.4323

SEPTEMBER 2, 2014

1 inch = 300 feet





DANFORTH INDUSTRIAL PARK REDEVELOPMENT PLAN LAND USE MAP

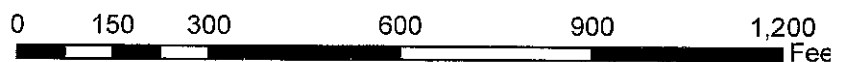


SEPTEMBER 2, 2014

Legend

 INDUSTRIAL DISTRICT

1 inch = 300 feet



City Clerk File No. Ord. 14.107

Agenda No. 3.E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.107

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE NINTH & BRUNSWICK REDEVELOPMENT PLAN
TO EXPAND PERMITTED USES, MODIFY PARKING REQUIREMENTS, AND OTHER
ADMINISTRATIVE ITEMS**

WHEREAS, the Municipal Council of the City of Jersey City adopted the Ninth & Brunswick Redevelopment Plan in December 2011, and amended the Plan subsequently, most recently on February 13, 2013; and

WHEREAS, the existing Plan anticipates a residential building with first floor retail, however the applicant would like to allow restaurants, office, or schools as well; and

WHEREAS, parking standards for the new uses have been established, as well as an optional provision for shared parking; and

WHEREAS, modifications to other language have been made which are generally administrative in nature, including landscaping requirements and a change in height calculations from stories to feet; and

WHEREAS, the Planning Board, at its meeting of August 26, 2014, determined that the Ninth & Brunswick Redevelopment Plan should be amended to establish permitted uses, parking standards, and make other administrative modifications; and

WHEREAS, a copy of the Planning Board's recommended amendments to the Tidewater Basin Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Ninth & Brunswick Plan be, and hereby are, adopted.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP, FAICP
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED:

Corporation Counsel

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE NINTH & BRUNSWICK REDEVELOPMENT PLAN TO EXPAND PERMITTED USES, MODIFY PARKING REQUIREMENTS, AND OTHER ADMINISTRATIVE ITEMS


Initiator

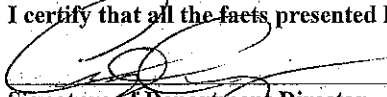
Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The proposed amendments recognize that the redevelopment plan will permit a mixed use building, adding offices, restaurants, and schools as permitted on the first floor (retail is already permitted). Parking standards have been added for these uses, and an option for a shared-parking arrangement has been included. Other administrative items, such as minor changes to height and landscaping, have been included.


I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: August 28, 2014
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Kristin J. Russell, PP, AICP
SUBJECT: Ninth & Brunswick Redevelopment Plan amendment

The amendments before you for the Ninth & Brunswick Redevelopment Area are requested to expand list of permitted uses, revise parking standards, and other administrative changes.

The property is expected to be developed with first floor retail and apartments above. Because the applicant would like to pursue a school if possible, or alternatively office or restaurant tenants if a school cannot be found, the list of permitted uses has been expanded to include these types of uses.

The parking requirements have been updated to reflect these new uses. Also, a shared parking option has been added. If the applicant is able to demonstrate that two uses would use the parking spaces at different times (for example, a school and residents), the Board may, at their discretion, approve this type of arrangement to somewhat reduce the number of spaces.

The proposed amendments also make some minor administrative changes and clarifications (such as allowing fenced-in dog runs) and modifies the height from 6 stories to 65 feet (effectively the same height, but regulated differently).

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING AMENDMENTS TO THE NINTH & BRUNSWICK
REDEVELOPMENT PLAN TO EXPAND PERMITTED USES, MODIFY
PARKING REQUIREMENTS, AND OTHER ADMINISTRATIVE ITEMS**

The proposed amendments recognize that the redevelopment plan will permit a mixed use building, adding offices, restaurants, and schools as permitted on the first floor (retail is already permitted). Parking standards have been added for these uses, and an option for a shared-parking arrangement has been included. Other administrative items, such as minor changes to height and landscaping, have been included.

NINTH & BRUNSWICK REDEVELOPMENT PLAN

**Adopted 12/14/11, Ord 11-147
Block & Lot Updates October 19, 2012
Amended 2/13/13, Ord 13-009
Proposed amendments 8/13/14**

**CITY OF JERSEY CITY
DIVISION OF CITY PLANNING**

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INTRODUCTION

The Ninth and Brunswick Redevelopment Plan Area is approximately 1.64 acres located in downtown Jersey City, relatively adjacent to the New Jersey Turnpike Newark Bay Extension overpass. The property sits at the dead end of Ninth, Tenth, and Brunswick Streets, and sits across the street from Enos Jones Park and ballfield. The Redevelopment Plan area consists of Block 6902 Lot 29.

The area, though close to residential districts, is largely occupied by warehousing uses.

The area is currently underutilized and in disrepair.

I. BOUNDARY DESCRIPTION

BEGINNING at a point at the intersection of the centerline of Ninth Street and Brunswick Street; thence in a northerly direction for 230 feet to the intersection of the centerline of Tenth Street and Brunswick Street; thence in a westerly direction for 270 feet; thence in a southwest direction for 32.7 feet; thence in a southerly direction for 111.92 feet; thence in a westerly direction for 86.8 feet; thence in a southwest arc for 89 feet; thence in a southerly direction for 65 feet to the centerline of Ninth Street; thence in an easterly direction along the centerline of Ninth Street to a point at its intersection with Brunswick Street, the point and place of BEGINNING.

II. REDEVELOPMENT PLAN OBJECTIVES

This Redevelopment Plan is intended to compliment and mimic the adjacent Jersey Avenue Tenth Street Redevelopment Plan Transition District. The Redevelopment Plan provides for *primarily residential mixed use* development and a ground floor commercial retail use as a permitted accessory use *with non-residential uses limited to lower floors*.

Renewal activities for the Ninth and Brunswick Redevelopment Plan Area will be undertaken in conformity with, and will be designed to meet, the following objectives of the Redevelopment Plan:

- A. No acquisition of private property.
- B. Encouragement of the elimination of vacated, deteriorated and obsolete structures including unused industrial buildings, which adversely affect the feasibility of amenable neighborhood physical change and further development of an emerging commercial and residential area.
- C. Coordination of redevelopment activities which reinforce already existing renewal and improvement programs in the adjacent neighborhoods, in accordance with a plan that integrates the Jersey Avenue Redevelopment Plan Areas with the rest of Jersey City.
- H. Provision of land in parcels of sufficient size and configuration so as to permit economic redevelopment.
- I. Provision of site improvements for the beautification of the Ninth and Brunswick Redevelopment Plan Area and surrounding neighborhoods.
- K. Preservation and promotion of view corridors created by public streets to accentuate views of New York and the Palisades.

III. TYPES OF PROPOSED REDEVELOPMENT ACTIONS

It is proposed to substantially improve and upgrade the Ninth and Brunswick Redevelopment Plan Area through a combination of redevelopment action, including construction of new structures and complimentary facilities and

provisions for public infrastructure necessary to service and support the new development.

IV. DESIGN OBJECTIVES AND REQUIREMENTS

A. Building Design

1. Building design shall be guided by the general characteristics of the surrounding properties and the surrounding neighborhoods.
2. All structures within the Redevelopment Plan Area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights-of-way and off-street parking, height and bulk.
3. Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials and shall be encouraged to incorporate elements found throughout the surrounding neighborhoods.
4. All east-west streets shall be maintained as important view corridors and shall, through the enforcement of setbacks, preserve and promote views of New York and the Palisades.
5. Buildings should be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside the Redevelopment Plan Area.
6. All major mechanical equipment located on the roof of any building shall be screened from view with materials harmonious with those used in the building's facade. The screening shall not impair the functioning of the equipment.
7. Buildings shall be encouraged to provide a top which shall serve to finish the building. Said top may be in the form of a cornice, a parapet, or any other indicator consistent with the design, proportions, materials and character of the building.
8. All electronic communication equipment shall be mounted in such a way that it does not negatively impact the appearance of the building on which it is placed, nor create objectionable views when seen from surrounding buildings or from the Palisades.
9. Access by the elderly, physically handicapped and/or disabled shall meet, at a minimum, barrier free design regulations as specified in the Uniform Construction Code.
10. All trash receptacles, in accordance with all appropriate State laws, shall be adequately secured, enclosed and screened on all sides by landscaping or other type of attractive materials.
11. Chain link fencing shall not be permitted except during construction *and for dog run enclosures. If chain link fencing is used for a dog run, it may not exceed 4 feet in height and must be surrounded by thick landscaping a minimum of 3 feet high and 1 foot deep.*
12. All utility distribution lines and utility service connections from such lines to the area's individual uses shall be located underground.
13. Urban design elements shall be consistent with those contained in other redevelopment plans regulating Downtown and used throughout the Redevelopment Area.

B. Landscaping and Lighting

1. Landscaping shall be required for any part of any parcel not used for buildings, off-street parking, or loading space. The developers' plan shall include plans for landscaping indicating the location, size and quantity of the various species to be used. Areas reserved for future development shall, as a minimum, be seeded with Perennial Rye Grass, or equivalent.
2. Greenspace (trees, shrubs, flowers, etc.) shall be used as buffers and to accent entrances, arcades and sidewalks.
3. ***In cases where, because of grading and/or floodplain issues, garage parking is partially below grade and unable to be "wrapped" with ground floor retail, it is required that the perimeter landscaping be planted in a raised planting bed. This planting bed must be approximately 30" high with a seating wall of brick/masonry construction that complements the design of the building. Plantings in this bed must be a thick shrubbery variety a minimum of 3 feet high from the top of the wall.***
43. All plant material used must be able to withstand an urban environment. All screen planting shall be a minimum of three (3) feet high and shall be planted, balled and burlapped, as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board.
54. Any landscaping which is not resistant to the environment or dies within 2 years of planting shall be replaced by the developer.
65. Underground watering facilities shall be encouraged for all landscaped areas.
76. Trees and shrubs shall be planted along curblines of streets at a maximum of 40 feet centers or in groupings in a regular pattern to further enhance the aesthetic quality of the Redevelopment Plan Area.
87. Parking areas for more than ten (10) vehicles, and all loading areas abutting a street, shall provide a screen planting of dense evergreen not less than three (3) feet high along any street line and along all property lines except those instances where a building intervenes or where the proposed plantings may interfere with site triangles.
98. Lighting used to illuminate off-street parking and loading areas shall be arranged and shielded to prevent the spillage of light off the premises and shall be in accordance with the lighting requirements of the Zoning Ordinance.
109. Lighting within a site shall sufficiently illuminate all areas, including those areas where buildings are set back or offset to prevent "dark corners".
110. All lighting sources must be adequately shielded to avoid any glare. The area of illumination shall have a fairly uniform pattern averaging at least 1/2 footcandles.
124. New lighting fixtures installed as part of site improvements shall be in scale with existing street hardware and relate to the size of the project.

V.

TRAFFIC CIRCULATION OBJECTIVES AND GUIDELINES

- A. Parking and service access should be separated from the main traffic oriented streets. These access areas shall be clearly designated and designed so as to avoid the backing in and out of vehicles onto the street ROW.
- B. Sight triangle areas at all intersections shall be kept clear of plantings and structures by limiting heights to a maximum of thirty (30) inches. Sight triangles shall be measured from the right-of-way line and conform to the provisions in Article IV, Section 28-22 of the Jersey City Zoning Ordinance.

- C. All traffic impact studies shall incorporate, as part of the study, all projects approved or proposed in surrounding neighborhoods, in addition to impacts from the Holland Tunnel and development in Hoboken. A listing of the projects may be obtained from the Division of City Planning.
- D. The pedestrian circulation system shall be integrated with the roadway circulation network and shall encourage safe and improved pedestrian circulation through the following:
 - 1. The focus of the streetscape improvements along primary pedestrian corridors;
 - 2. Encourage design features, materials and activities at the street level which create an attractive and interesting pedestrian environment;
 - 3. Insure the safety of pedestrians by providing adequate sidewalk space and clearly defined pedestrian crossings;
 - 4. Direct new development to minimize pedestrian and traffic conflicts.
- E. Newly established public sidewalks shall measure a minimum of 10 feet from curblin to property line where available and shall be durably paved and smoothly surfaced to provide for free movement of pedestrians. Adequate lighting and attractive landscaping shall be provided.
- F. All sidewalks and pathways must be designed to provide ease of access for the physically disabled. Access ramps shall be conveniently placed and sloped at a maximum of 8.5 percent to provide easy connection to streets and sidewalks. Design standards shall meet, at a minimum, barrier free design regulations as specified in the Uniform Construction Code.

VI. OFF-STREET PARKING AND LOADING REQUIREMENTS - see chart

- A. All required parking spaces must be a minimum of 8.5 feet wide by 18 feet deep, as measured from the curb stop. All aisles shall be a minimum of 22 feet wide. Compact parking stalls (8x15) may be provided for up to 50% of the parking requirement.
 - a. *Parking facilities utilizing automated mechanical parking systems or a valet parking system are exempt from these dimensions; applicants must show that proposed valet parking lots will be functional.*
- B. Off-street parking and loading areas shall be coordinated with the public street system serving the project area in order to avoid conflicts with through traffic or obstruction of pedestrian walks and thoroughfares. Developers shall demonstrate that sufficient off-street parking and loading will be provided to meet the needs of the proposed use.
- C. All required parking and loading areas shall be provided off-street. All such parking and loading areas shall be graded and paved with a durable dust free surface and adequately drained. All parking and loading areas shall be designed in accordance with the Zoning Ordinance.
- D. The off-street parking requirements shall apply to all new construction. Required parking may be provided on-site. Parking may be permitted within five hundred (500) feet of the proposed development which it will serve only with review and approval by the Planing Board and the linking of the properties by deed.
- E. The setback area shall be adequately landscaped to provide buffer and visual screening.
- F. ~~The number and design of off street loading spaces shall conform to Article IV, Section 28-18, Subsection I 1 and 2 of the Zoning Ordinance of Jersey City.~~ *The developer / applicant shall demonstrate that sufficient off-street loading is provided to accommodate the anticipated demands of the building and proposed uses. All loading shall be located off-street; all loading shall be designed to reduce conflicts with pedestrian and other traffic to the greatest extent practical.*

- G. All developments which propose valet parking shall submit a parking management plan. Such plan shall include but not be limited to: number of vehicles to be parked, number of rows of cars to be stacked, and all parking stall and aisle widths. All parking management plans shall be subject to review by the Bureau of Traffic Engineering and review and approval by the Planning Board.
- H. Parking Structure Requirements - to apply to all parking garages:

Garage levels shall be screened so as not to give the apparent perception of garage space from all rail and street Rights-of-Ways and from all adjacent property lines. Examples of various acceptable screening and façade treatment techniques which can be utilized include the following:

- Artificial windows of the punched out style utilizing glass or decorative grillwork or a combination of same.
- Artificial building façade wrapping around the exterior of the garage.
- Extension of the ground floor or second floor window design to upper floors without the glass, but utilizing the same detailing, design, and window frame color.
- The addition of cornices, lintels, quoins, and other decorative detailing in addition to all the other façade designs.
- Emphasis of a vertical exterior façade pattern instead of the horizontal cladding associated with parking garages and their structural members.
- The building shall be designed to eliminate headlight glare by the provision of opaque screening the full height of the opening, or with the use of spandrels rising a minimum of 42 inches from the floor line.
- Interior garage lighting shall utilize only fixtures that will not readily expose the lighting source from view, thereby maintaining a soft illumination of the interior garage space. Individual fixture sources shall not be visible from the exterior. An internal lighting plan prepared by a lighting professional shall be included with any garage application for review and approval.

VII. INTERIM USES

Interim uses may be established, subject to agreement between the developer(s) and the Planning Board that such use will not have an adverse affect upon existing or contemplated development during the interim use period. Interim uses must be approved by the Planning Board which may establish an interim use period of up to three (3) years in duration. Additional renewals of an interim use may be granted by the Planning Board. Upon demolition of existing structures, the site shall be graded, planted, sodded and/or paved with a durable dust free surface in the interim use period, prior to construction of new buildings.

VIII. RESIDENTIAL DENSITY BONUS

This provision is applicable to all development and permits construction of up to 30 additional dwelling units per acre.

- A. All residential projects are eligible to receive an additional bonus density not to exceed an additional 30 DU/AC, if the developer agrees to contribute to green space located within the Plan Area, as set forth more specifically below.

- B. The green space development requirement may be satisfied by any one or combination of the following methods approved by the Planning Board as part of the Preliminary Site Plan:
 - Monetary contribution to the City of Jersey City to be established in a separate account for the exclusive purpose of acquiring, developing and enhancing green space within the plan area.
 - Developer donation of real property for green space development; such property to be deeded to the City in perpetuity.
- C. The amount of monetary contribution or value of an equivalent in-kind contribution of land shall be calculated as follows:
 - \$7,500 for each additional bonus residential dwelling unit constructed under this provision over the base density permitted without this bonus.
- D. Any development utilizing this bonus provision must comply with all applicable criteria of the area, yard, and bulk chart, or be granted the appropriate deviations pursuant to the requirements of this plan.
- E. Satisfaction of 50% of the green space contribution requirement is a required pre-condition for the issuance of any building permit associated with the project. The remaining 50% shall be paid to the City of Jersey City prior to the issuance of any Certificate of Occupancy.

IX. GENERAL PROVISIONS

- A. The regulations and controls in this section may be implemented where applicable by appropriate covenants, or other provisions, or agreements for land disposition and conveyance executed thereto.
- B. There shall be no restriction of occupancy or use of any part of the project area on the basis of race, creed, color, age, gender, marital status or national origin. No lease, conveyance or other instrument shall be executed by a developer or any of his successors or assignees, whereby land within the project area is restricted upon the basis of race, creed, color, age, gender, marital status or national origin in the sale, lease, use or occupancy thereof.
- C. No building or structure shall be constructed over public rights-of-way or easements without the written approval of the Municipal Engineer and site plan approval by the Planning Board.
- D. Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the project shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval, so that compliance of such plans with the redevelopment objectives can be determined.
- E. No use or reuse shall be permitted, which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare. Roasting operations involving food products are recognized as producing some fumes and smoke. Such operations shall not be prohibited if the applicant can show such to comply with commonly accepted health and emissions standards for such operations.
- F. No junked motor vehicles or parts thereof shall be permitted to be stored on the premises of any service station.
- G. All residential redevelopment proposals and construction plans shall meet or exceed applicable F.H.A. and/or H.F.A. minimum room size requirements prior to Board approval.
- H. The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of forty (40) years from the original date of approval of this plan by the Jersey City Municipal Council,

provided however that any development or redevelopment projects that are commenced and/or completed within said forty (40) year period shall be deemed to comply with all applicable laws, as long as they comply with the provisions of this Redevelopment Plan.

- I. Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the Area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases.

As part of any site plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq. Such performance guarantees shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of final site plan approval.

- J. Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with this Plan's requirements and the City Land Subdivision Ordinance.
- K. All utility distribution lines and utility service connections from such lines to the project areas' individual uses shall be located underground.

X. SPECIFIC LAND USE PROVISIONS

- Development regulations for the Redevelopment Plan Area consist of two interrelated parts, land use regulations and the Land Use Map.

The Planning Board may grant deviations from the regulations contained within this redevelopment plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, or by reason of an extraordinary and exceptional situation uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this redevelopment plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this redevelopment plan would be advanced by a deviation from the strict requirements of this plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of this redevelopment plan.

Notice, pursuant to NJSA 40:55D-12.a. and b., shall be given by an applicant seeking such relief.

- This redevelopment plan authorizes the planning Board to identify, review, and approve the site improvements and building improvements, including the façade design of all buildings and parking garages within the redevelopment plan area.
- The following uses are prohibited from the plan area:
 - i. Junk, scrap and/or salvage yards
 - ii. Recycling facilities, storage yards or centers

- iii. Gasoline stations
- iv. Discos, Rock Clubs, Dance or Karaoke Clubs

A. Permitted Uses

- Residential ~~with ground-floor retail~~
- Parks/Public Open Space
- Public Utilities, except that natural gas transmission lines shall be prohibited

The following uses shall only be permitted on the ground floor, basement level, and the first full floor above base flood elevation:

- *Offices*
- *Retail*
- *Restaurants, category one and two*
- *Child Care Centers*
- ~~Health clubs in residential buildings~~
- *Schools*

B. Accessory Uses – *customarily associated with, subordinate and incidental to the principal use, and located on the same lot:*

- Garage on-Site/off-street Parking & Loading Facilities
- Fences & Walls
- Signs
- *Recreation rooms, exercise rooms, resident meeting rooms, roof top recreation areas, and other similar rooms and facilities for the use of building residents.*

C. Area Yard, and Bulk Requirements (See Chart)

AREA, YARD & BULK CHART

	RESIDENTIAL
MIN. LOT AREA	20,000 sf
MAX. HEIGHT	65' and 5 stories of residential + 1 story of parking
MAX. LOT COVERAGE ¹	95 %
MIN. LOT AREA IN SQ. FT. ^{4,3}	2,000 sq. ft.
MAX. DENSITY ²	55 DU/AC
MIN. FRONT YARD	5'
MAX. FRONT YARD	10'
MIN. EACH SIDE YARD	0'
MIN. REAR YARD	0'

1 Total percentage, buildings and impervious surfaces

2 Dwelling units per acre.

3-Floor-Area-Ratio

3. 4. Not including Park & Recreation Area space

D. Building Design Requirements

Building Facades

- Building design and exterior materials of all new construction, renovations and re-use shall be consistent with to the Design Objectives, Section IV of this redevelopment plan and the Design Guidelines of the Historic Preservation Districts entitled, Regulations for Alterations & Additions to Buildings & New Construction in Historic Districts.
- Building facades of structures shall be constructed of masonry including but not limited to stone, brick, textured concrete, etc. Concrete block is prohibited. Street facades shall employ color schemes and other elements complementary and harmonious in color, scale and material to those in the Hamilton Park Historic District.
- At a height between 15 and 40 feet all buildings shall provide a horizontal visual cue, through the use of a cornice, belt coursing, change in materials or ratio of glass to solid area, or any other visual indicator consistent with the design, proportions and materials of the entire building.
- All buildings shall be designed to front on public streets in order to create a street wall consistent with that found in the adjacent historic district.
- All buildings shall provide a main entrance onto a public street. Other secondary entrances may be provided from parking areas or any other place necessary by the design of the building.
- Entrances shall be designed to be attractive and functional. Indicators such as awnings, changes in sidewalk paving materials, changes in height incorporating stairs or any other indicator shall be incorporated into the main entrance design. These indicators shall be consistent with the design, proportions, material and character of the Hamilton Park Historic District and other adjacent conforming buildings within the surrounding neighborhoods.
- *Active uses are required on parking levels adjacent to street lines, where feasible, as a mechanism to screen the parking from the right-of-way.*

E. Signage

1. Residential:
One (1) sign may be allowed, not to exceed 20 square feet.
2. Retail Sales
Each such use fronting on a public street may be allowed one (1) exterior sign, not to exceed 5 percent of the storefront (ground floor) to which it is attached.
3. Real Estate Sales
One sign may be allowed per lot not to exceed a sign area of 6 square feet and shall be attached flush to the premises to which it applies. Where the lot abuts more than one street, 1 sign may be oriented towards each street.
4. Temporary Construction Signs

One sign for each project or development indicating the name of the project or development, general contractor, subcontractor, financing institution and public agency officials (where applicable). The sign area shall not exceed 32 square feet and shall be attached (where there is an existing structure) or freestanding (where there is new construction).

5. Sign Standards

- a. All signs shall be mounted flush to the face of the building.
- b. No sign shall be animated or flashing.
- c. Roof signs, billboards and signboards are prohibited.
- d. Window signs are prohibited above the ground floor level and shall not exceed 20 percent of the window surface to which the display appears.
- e. All buildings designated to be in character with the nearby historic district shall have signs in keeping with the historic nature of the buildings.
- f. Freestanding signs, except for those indicating direction, transportation, circulation and street parking are prohibited.
- g. All signs are subject to site plan review.

F. Parking - see chart

OFF-STREET PARKING REQUIREMENTS

USE	Number of Parking Spaces
RESIDENTIAL	Minimum of: 1 per unit Maximum of: 1.2 per unit
RETAIL, HEALTH CLUBS, RESTAURANTS & CHILD CARE CENTERS	Minimum of: 1 per 1,000 sf gross floor area Maximum of 3 per 1,000 sf gross floor area
SCHOOLS	Minimum of: 1 per classroom Maximum of: 2 per classroom
<i>The shared use of parking is encouraged and shall be permitted where it can be demonstrated that the uses sharing the parking have distinct peak parking demand periods, such as would be the case with a school and residents of that building. A parking management plan shall be presented by the applicant as part of the site plan application demonstrating how the parking will be allocated and shared among the uses, and is subject to approval by the Jersey City Planning Board.</i>	

*At least 1 parking space shall be included within the residential leasehold of each unit.

**Residential parking may not be subleased to the retail portion of the project and no parking shall be leased as general parking or commuter parking

***A parking validation mechanism shall be implemented to insure that all parking deck users are residents or retail shoppers within the project.

At least 1 parking space shall be offered with the residential lease or deed for each unit. Any parking not utilized by a tenant shall be placed into a common pool of available parking spaces and may be leased by the building ownership to other tenants

of the building or to residents within the community.

Residents and employees within the building shall not be eligible for on-street parking permits as issued by the Jersey City Parking Authority.

A parking management plan shall be implemented to ensure that all parking facilities are utilized in conformance with this redevelopment plan.

G. Landscaping

The following provisions shall apply to all developments requiring site plan approval.

1. Requirements for landscaped areas are mandatory provided, however, that the following bonus provisions shall apply:
 - a. For parcels of one (1) acre or less, the percent of lot area to be reserved for non-impervious surface may be reduced by a factor of one percent (1%) of the total lot area for each tree planted on site.
 - b. For parcels of more than one (1) acre, the percent of lot area to be reserved for non-impervious surface may be reduced by 400 square feet of the total lot area for each tree planted on site.

XI.

OTHER PROVISIONS NECESSARY TO MEET REQUIREMENTS OF STATE AND LOCAL LAWS

- A. The "Redevelopment Agencies Law" N.J.S.A. 40:55C-1, et.seq., specifically, 40:55C-32 requires that a Redevelopment Plan shall:
 1. Conform to the general plan for municipality as a whole; and
 2. Shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvement, conservation or rehabilitation as may be proposed to be carried out in the area of the project, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan's relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.
- B. In accordance with the State requirements, the following statements are made:
 1. The proposals of this Plan conform with the general plan for the municipality;
 2. This plan provides an outline for the development of the Ninth and Brunswick Redevelopment Plan Area and is sufficiently complete to indicate redevelopment improvements as proposed, planning changes, land uses, maximum densities, building requirements, and its relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, community facilities, and other public improvements.
 3. The City of Jersey City, through the services of the Jersey City Redevelopment Agency relocation staff, will provide displaced businesses with relocation assistance necessitated by State law. This office will be staffed by qualified personnel who will actively assist displaced businesses in finding adequate accommodations. All businesses in finding displaced will be interviewed to determine their relocation requirements. The various elements of this Redevelopment Plan set forth above are in

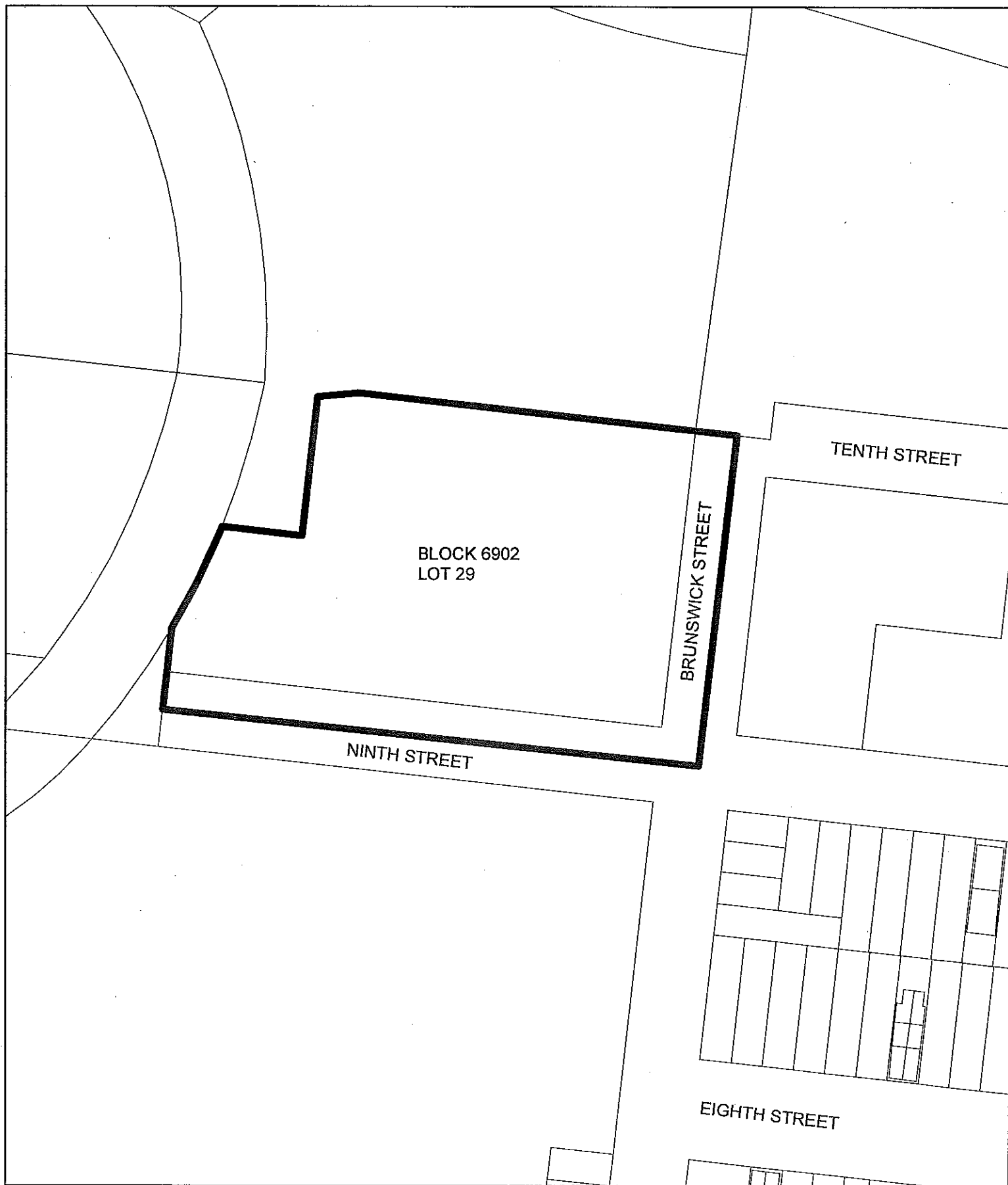
compliance with the requirements of State and local law and there are no additional requirements with respect to a Redevelopment Plan which have not been complied with.

XII. PROCEDURE FOR CHANGES IN APPROVED PLAN

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of law. A fee of \$1,000 plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request to amend this plan.

XII. MAPS

See following pages.

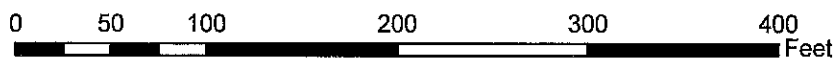


NINTH AND BRUNSWICK REDEVELOPMENT PLAN

Boundary Map

February 19, 2013

1 inch = 100 feet



City Clerk File No. Ord. 14.108

Agenda No. 3.F 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.108

TITLE:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE VILLAGE REDEVELOPMENT PLAN TO PERMIT APARTMENT
BUILDINGS ON BLOCK 11110**

WHEREAS, the Municipal Council of the City of Jersey City adopted the Village Redevelopment Plan in January 1980, amended the Plan multiple times, most recently on September 11, 2013; and

WHEREAS, the Planning Board, at its meeting of August 26, 2014, determined that the Village Redevelopment Plan would benefit from an amendment to allow apartment buildings on Block 1110 (bounded by Newark Ave., First St., and Monmouth St.); and

WHEREAS, apartment buildings are currently permitted on this block but only for those lots fronting Newark Avenue; and

WHEREAS, the triangular nature of the block makes this provision geometrically impractical, and allowing the use on all lots would better encourage development and would not be out of character with the neighborhood; and

WHEREAS, a copy of the Planning Board's recommended amendments to the Village Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Village Study Area Redevelopment Plan be, and hereby are, adopted.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP, FAICP
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED:

Corporation Counsel

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE VILLAGE STUDY AREA REDEVELOPMENT PLAN TO PERMIT APARTMENT BUILDINGS ON BLOCK 11110


Initiator

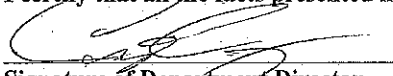
Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This ordinance modifies the Village Redevelopment Plan to allow apartment buildings on block 11110, which is bounded by First St., Newark Ave., and Monmouth Street. Apartment buildings are currently permitted fronting Newark Avenue, but due to the triangular nature of the block it is geometrically impractical as written.


I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: August 27, 2014

TO: Council President Lavarro, Anthony Cruz, Bob Cotter

FROM: Kristin J. Russell, PP, AICP

SUBJECT: Village Redevelopment Plan amendment

The amendments before you for the Village Redevelopment Area will modify the permitted principal uses to allow apartment buildings on Block 11110.

Block 11110 is bounded by Newark Ave., First St., and Monmouth Street. The current zoning allows apartment buildings on this block, but only fronting on Newark Avenue. This was originally written because First Street between Monmouth and Brunswick Streets is a lower density, 2-story, one- and two-family block. Having apartment buildings on that block would negatively affect the character of the block.

Although only one block away to the east, Block 11110 is significantly different in character, with much taller and more dense development. Moreover, the triangular nature of the block (a result of the angle that Newark Avenue runs along) has resulted in through lots fronting on both Newark and First Streets, as well as simply unusually shaped and sized parcels. Consequently, limiting apartment buildings to lots fronting on Newark Avenue poses a problem of geometry. It would be impractical to develop half-lots, and it is desirable to have a developed streetwall along First Street.

The existing housing along this portion First Street already has numerous apartment buildings, and allowing them to be developed on Block 11110 will not negatively affect the area but will instead enable development on the lots.

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING AMENDMENTS TO THE VILLAGE STUDY AREA
REDEVELOPMENT PLAN TO PERMIT APARTMENT BUILDINGS ON
BLOCK 11110**

This ordinance modifies the Village Redevelopment Plan to allow apartment buildings on block 11110, which is bounded by First St., Newark Ave., and Monmouth Street. Apartment buildings are currently permitted fronting Newark Avenue, but due to the triangular nature of the block it is geometrically impractical as written.

VILLAGE REDEVELOPMENT PLAN

JANUARY, 1980
AMENDED: JUNE, 1980
AMENDED: NOVEMBER, 1983
AMENDED: JANUARY 13, 1999 : Ord 98-167
AMENDED: NOVEMBER 22, 2005 : Ord 05-160
AMENDED: AUGUST 20, 2008: Ord 08-121
AMENDED: March 10, 2010: Ord 10-028
AMENDED: April 13, 2011: Ord 11-042
Block & Lot Updates October 19, 2012
AMENDED: September 11, 2013: Ord 13-094
Proposed 8/7/14

**CITY OF JERSEY CITY
DIVISION OF CITY PLANNING**

VII. GENERAL LAND USE PLAN

A) Land Use Provisions and Building Requirements

a. Permitted Principal Uses

- 1 and 2 family dwellings, except on Newark Avenue
- 3 family dwelling on corner lots.
- Apartment buildings, limited to **block 11110** ~~lots with Newark Avenue frontage~~
- Retail sales, Medical Offices, restaurants (categories one and two), and/or Professional Offices and related services required on the ground floor and permitted on the 2nd floor of Apartment Buildings on Newark Avenue. **Ground floor frontage is prohibited on First Street.**

b. Permitted Accessory Uses

- Private garages
- Off-street parking
- Recreation areas as part of a residential development
- Fences and walls
- Designed open space

B) Regulations, Controls, and Design Guidelines

- a. Buildings shall be designed so that their appearances reflect the historic development patterns of the older mixed-use buildings on Newark Avenue. All new construction and/or exterior improvements to mixed use buildings shall be designed so as to be harmonious with the neighboring buildings in terms of material, height, scale, façade proportions, window patterns, decorative features, floor-to-ceiling heights where appropriate, and architectural styles.
- b. At the top of the base, a visual cue or indicator such as belt coursing, a change in glass-to-solid ratio, or any other indicator consistent with the design, proportions, and materials of the base shall be provided.
- c. The roofline of the structure shall be designed with architectural features in harmony with that of the adjacent buildings.

- d. Buildings shall be designed utilizing primarily brick and masonry materials on all sides to form a compatible overall architectural scheme. No EFIS is permitted.
- e. All streetfront facades shall be treated as primary facades, with high-quality materials, architectural detail, windows quantity and proportion, and with respect to the character and aesthetic of the neighborhood.
- f. Designed open space shall be developed as an integral part in the overall design scheme. Common rooftop open space is encouraged. Balconies fronting on Newark Avenue are prohibited.
- g. Apartment buildings shall limit retail sales activities to the ground floor, mezzanine, and second floor, and provide separate ingress and egress for the residential uses.
- h. One and two family townhouses and rowhouses shall be defined as attached structures in a row of similar structures containing one or two dwelling units.
- i. Offices as a home occupation shall be defined as places for the transaction of business where reports are prepared, records kept, and services rendered, but where no retail sales are offered, and shall be limited to licensed doctors, lawyers, architects, engineers and planners.
- j. Display windows: All retail uses shall have display windows constituting a minimum of seventy percent (70%) glass, open to the street, and the bottom edge of the display window(s) shall be no more than four (4) feet in height above grade. The glass is to be clear and not tinted; film to block ultra-violet sunlight is permitted provided that it is not tinted and does not obscure the view of the interior of the store from the sidewalk immediately adjacent. The name and/or logotype of the establishment are permitted to be applied to the window. All window frames shall be of a complementary color. Product displays and/or store signage should be appropriate for the product or service being sold, and should occupy no more than a reasonable area of the display window(s). The display window area shall allow for a clear view into the interior of the store.
- k. All roofs shall be flat. All roofs shall be internally drained and have parapets.
- l. ~~Where any questions arise in terms of definitions or terminology the Zoning Ordinance of the City of Jersey City shall govern.~~

C) Maximum Height

- The height of any existing residential building shall not be increased or altered in any way such as by the addition of any additional stories or added ceiling or

roof height. Vertical expansion beyond the height of original construction of any home in the Area is prohibited.

- All new 1, 2, or 3 -family dwellings, four (4) stories.
- Apartment buildings and mixed use buildings shall not exceed 4 stories from grade where on-site parking is not required; 5 stories where on-site parking is required and provided regardless of whether parking level is below, at, or above grade.
- Public or quasi-public, 4 stories from grade where on-site parking is not required; 5 stories where on-site parking is required and provided regardless of whether parking level is below, at, or above grade.
- Minimum floor-to-ceiling height for ground floor retail – 12 feet, and to match adjacent where appropriate

Minimum floor-to-ceiling height for residential uses (excluding garages) – 9 feet

Maximum floor-to-ceiling height for residential uses (excluding garages) – 12 feet

D) Area, Yard and Bulk

1. One, or three family dwellings

Minimum lot width	20 feet
Minimum Lot Area	1,600 sq. ft.
Minimum Yards	
Front	prevailing
Side	0 feet
Rear	prevailing

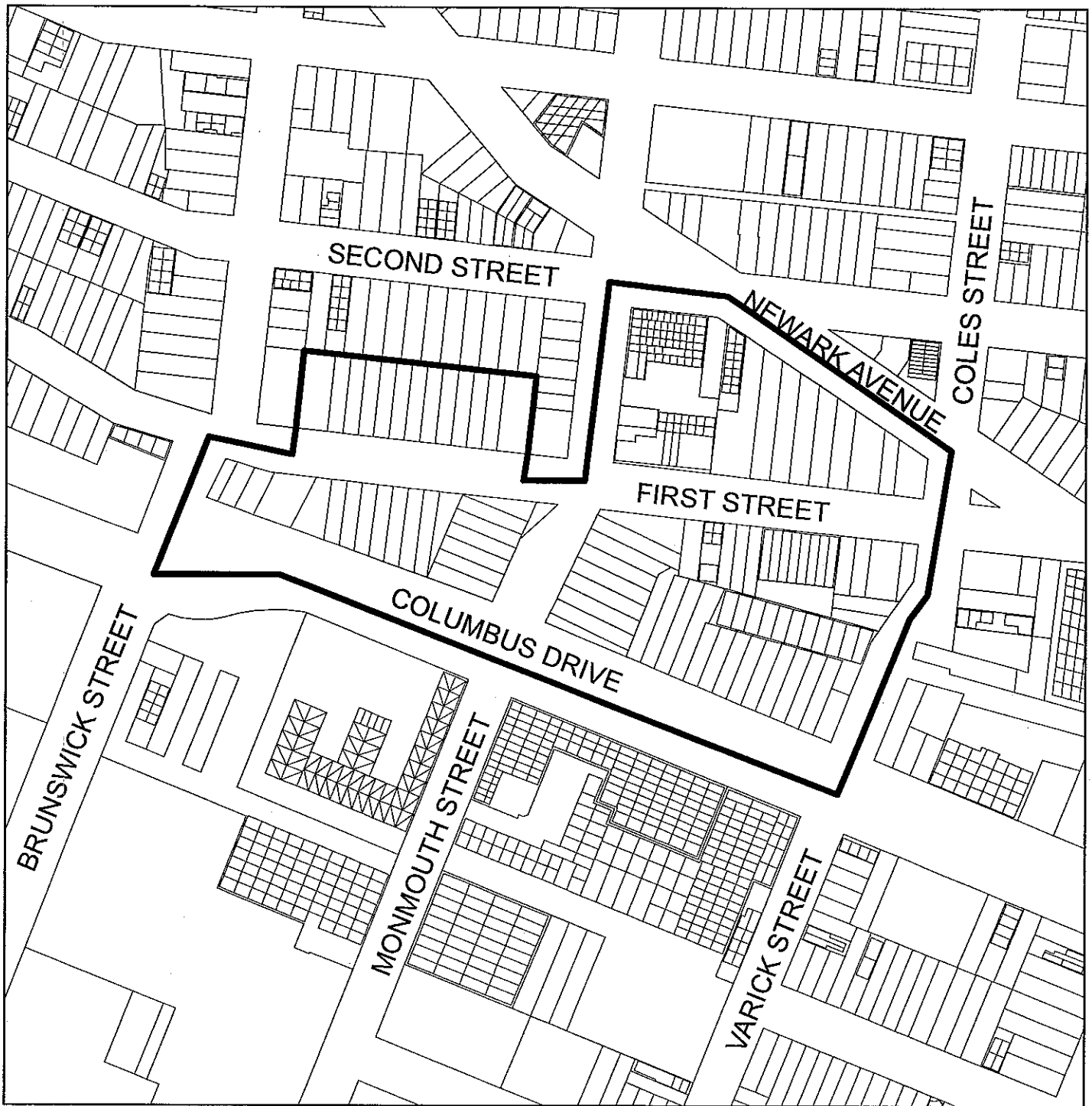
2. Apartment Buildings (limited to **block 11110, which is bounded by First Street, Newark Avenue, and Monmouth Street** lots with Newark Avenue frontage)

Minimum Lot Width	25 feet
Minimum Lot Depth	100 feet
Minimum Lot Area	2,500 sq. ft.

Minimum Yards	Front	0 feet
	Side	0 feet
	Rear	15 feet

3. Public and Quasi Public Uses

Maximum Building Coverage		30%
Minimum Lot Width		100 feet
Minimum Lot Depth		100 feet
Minimum Lot Area		10,000 sq. ft.
Minimum Yards	Front	5 feet
	Side	10 feet
	Rear	10 feet



VILLAGE REDEVELOPMENT PLAN AREA BOUNDARY MAP

August 8, 2014



City Clerk File No. Ord. 14.109

Agenda No. 3.6 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.109

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – SUPPLEMENTARY ZONING AS IT
PERTAINS TO HEIGHT EXCEPTIONS FOR ROOFTOP APPURTENANCES**

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, the Land Development Ordinance limits the height of rooftop appurtenances; and

WHEREAS, roof decks are an increasingly popular apartment building amenity in Jersey City; and

WHEREAS, ADA requires that common rooftop space for building residents be accessible by elevator; and

WHEREAS, the existing height exceptions do not allow for sufficient elevator bulkhead height to meet this requirement, necessitating a slight increase; and

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and

WHEREAS, the Planning Board at its meeting of August 26, 2014 did vote to recommend that the Municipal Council adopt these amendments to the Supplementary Zoning section of the Land Development Ordinance; and

WHEREAS, the amendments to the Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.



Robert D. Cotter, FAICP, PP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE -- SUPPLEMENTARY ZONING AS IT
RELATES TO HEIGHT EXCEPTIONS FOR ROOFTOP APPURTENANCES**

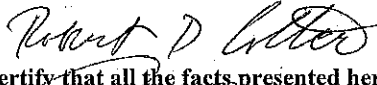
Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Ordinance will amend the Supplementary Zoning section of the Land Development Ordinance (Zoning Ordinance) to increase height exceptions for rooftop appurtenances on buildings with common rooftop amenity spaces in order to comply with ADA.

 8/27/14
I certify that all the facts presented herein are accurate.


Signature of Department Director

8/27/14
Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: August 27, 2014
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Kristin J. Russell, PP, AICP
SUBJECT: LDO amendment – Height Exceptions

The “height exceptions” of the Land Development Ordinance recognizes that certain rooftop appurtenances exceed the height of the building, and places limits on the height and area of such spaces. These are generally mechanical, stair, and elevator bulkheads, as well as ventilation and cellular equipment.

As Jersey City sees an increase in rooftop amenity space (roof decks), it is important to zone properly for these uses. When these spaces are “common” – accessible to all residents of the building – ADA requires that the roof have elevator access.

Presently, the permitted height exception will not accommodate the height needed to bring an elevator to the roof. The bulkhead that we see on most roofs today is the mechanical equipment for an elevator that runs to the top inhabited floor. In other words, approximately 8 additional feet of height are needed to bring that elevator to the roof.

The proposed amendments will enable buildings to provide roof amenity space on their buildings in compliance with ADA standards.

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – SUPPLEMENTARY ZONING AS IT PERTAINS TO HEIGHT EXCEPTIONS FOR ROOFTOP APPURTENANCES

This Ordinance will amend the Supplementary Zoning section of the Land Development Ordinance (Zoning Ordinance) to increase height exceptions for rooftop appurtenances on buildings with common rooftop amenity spaces in order to comply with ADA.

Proposed 8/15/14

§345-60 Supplementary Zoning Regulations

- A. No Change.
- B. No Change
- C. No Change
- D. Yard Regulations.
- E. No Change
- F. No Change
- G. Height Exceptions.

1. Penthouses and roof structures for the housing of stairways, tanks, ventilating fans, air-conditioning equipment, dust collectors or similar equipment required to operate and maintain the building as well as skylights, spires, cupolas, flagpoles, chimneys, water tanks or similar structures may be erected above the height limits prescribed by this Chapter but in no case more than the following distances above the maximum height permitted in the district, except church spires ***for houses of worship*** shall have no height restrictions.

Building Height(feet)	Maximum Height of the Exceptions
Up to 35 45	10 feet
45 35 to 100	12 feet or 20% of building height, whichever is greater <i>for buildings without common rooftop amenity space. For buildings with common rooftop amenity space, 20 feet or 20% of building height, whichever is greater.</i>
101 and over	20 feet or 20% of building height, whichever is greater <i>for buildings without common rooftop amenity space. For buildings with common rooftop amenity space, 30 feet or 20% of building height, whichever is greater.</i>

2. Fire or parapet walls may be erected above the height limits prescribed by this Chapter up to a maximum height of 6 (six) feet from the roof of the top

story and with a minimum of 42" from the floor of the rooftop deck, if provided.

3. Mechanical and other roof appurtenances shall not exceed twenty percent (20%) of the roof area and shall be properly shielded. There is no coverage limit on roof decks used for residents' open space.
4. Where a property is located within the "One Percent (1%) Annual Chance Flood Hazard Area," the number of feet required to reach the base flood elevation plus one foot shall be added to the maximum permitted height of the building. This provision shall apply to all property within any regular zone district or within any duly adopted Redevelopment Plan Area. Where property is located within an Historic District, or where an Historic District and Redevelopment Plan overlap, this exception shall not apply.

City Clerk File No. Ord. 14.110

Agenda No. 3.H 1st Reading

Agenda No. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.110

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE TIDEWATER BASIN REDEVELOPMENT PLAN TO
CREATE A MIXED USE DISTRICT**

WHEREAS, the Municipal Council of the City of Jersey City adopted the Tidewater Basin Redevelopment Plan in November of 1999, and amended the Plan numerous times subsequently, most recently on April 20, 2010; and

WHEREAS, the existing Plan has an Office/Residential District which does not allow the mix of uses and amenities that the existing neighborhood would benefit from; and

WHEREAS, creating a new Mixed Use Zone will allow for an expanded list of uses with appropriate bulk and design standards to benefit the community; and

WHEREAS, the zone is located both adjacent to an HBLRT station and at a point of connection to Liberty Harbor North, necessitating pedestrian access through and around the site; and

WHEREAS, in order to provide this access, allow for a much-needed JCMUA easement, and add additional public plaza space, the Plan allows for a height bonus of 8 additional stories in exchange for easement and plaza space, as well as the implementation of Green Building measures;

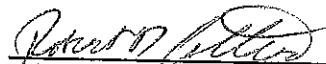
WHEREAS, the Planning Board, at its meeting of August 26, 2014, determined that the Tidewater Basin Redevelopment Plan should be amended to create a new Mixed use Zone to allow for additional permitted uses and the option for additional height in exchange for the aforementioned benefits; and

WHEREAS, a copy of the Planning Board's recommended amendments to the Tidewater Basin Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Tidewater Basin Redevelopment Plan be, and hereby are, adopted.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, PP, FAICP
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE TIDEWATER BASIN REDEVELOPMENT PLAN TO CREATE A MIXED USE DISTRICT

Initiator

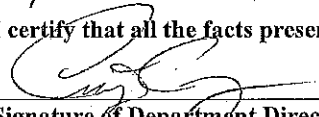
Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The proposed amendments create a Mixed Use District to modify the existing Office/Residential District. This will create an expanded list of permitted uses to help activate the neighborhood. Bulk and design standards typical to the area have been established. Additionally, a height bonus provision has been proposed which will allow for an additional eight feet of height in exchange for a public plaza, green building, and a necessary easement for JCMUA.

 8/27/14
I certify that all the facts presented herein are accurate.


Signature of Department Director

8/27/14
Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: August 27, 2014
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Kristin J. Russell, PP, AICP
SUBJECT: Tidewater Basin Redevelopment Plan amendment

The amendments before you for the Tidewater Basin Redevelopment Area are requested to expand the zoning in the Office /Residential Subdistrict. This subdistrict is located along Van Vorst St. South of Sussex Street, as you can see on the Land Use Map.

The proposed changes include the renaming of this district to "Mixed Use" to reflect the expanded list of uses permitted. Presently, the zone allows only office and residential uses. The amendment would add uses such as retail, cafes, restaurants, etc. to that list, reflecting the changing needs of the community as it grows and becomes more active.

Typical bulk standards – setback, parking, lot area – have been established which will allow for buildings to reach 7 stories with parking at a rate of 0.6 spaces per unit.

However, a height bonus provision has been included which would allow for an additional 8 stories.

There are several reasons that this is good planning. First, the subdistrict sits adjacent to an HBLRT station as well as an ideal connection points for pedestrians between Van Vorst Park and Liberty Harbor North. Access through and around the site is critical.

Second, public park and plaza space in the area is limited; and creating such a space on this property would activate the area for residents and visitors.

Third, the JCMUA needs a large utility easement through the site, which would limit development above.

As a solution to all of these problems, the zoning has been written to allow this additional height in exchange for several community and City benefits. The applicant will grant the JCMUA easement, which is a tremendous help to the City. Above it, a

10,000 sf public plaza will be created, providing a place for the community to gather and an access point through the neighborhood to the Light Rail and Liberty Harbor North. The applicant will also be required to build in accordance with Green Building Standards, guaranteeing more environmentally responsible development.

It is the opinion of Planning Staff that these benefits are a fair exchange for the additional height that the applicant will have the *option* to take advantage of. Added public open space, municipal utility access, and green building are all very valuable features that should be sought when possible.

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING AMENDMENTS TO THE TIDEWATER BASIN
REDEVELOPMENT PLAN TO CREATE A MIXED USE DISTRICT**

The proposed amendments create a Mixed Use District to modify the existing Office/Residential District. This will create an expanded list of permitted uses to help activate the neighborhood. Bulk and design standards typical to the area have been established. Additionally, a height bonus provision has been proposed which will allow for an additional eight feet of height in exchange for a public plaza, green building, and a necessary easement for JCMUA.

TIDEWATER BASIN REDEVELOPMENT PLAN

November 10, 1999

Amended June 27, 2007: Ord. 07-109

Amended Sept 9, 2009: Ord. 09-092

Amended March 24, 2010: Ord. 10-036

Amended April 28, 2010: Ord. 10-053

Block & Lot Updates: October 25, 2012

Proposed 08/26/14

**CITY OF JERSEY CITY
DIVISION OF CITY PLANNING**

I. Introduction

The purpose of the Tidewater Basin Redevelopment Plan (hereinafter referred to as the "Plan"), is to provide for comprehensive redevelopment designed to ensure coordinated and harmonious growth within the Tidewater Basin Redevelopment Plan Area (hereinafter referred to as the "Area").

The redevelopment plan takes into consideration the surrounding neighborhoods and takes into account the character and nature of current and proposed land-uses. Bordering the Tidewater Basin area to the east is the Colgate Redevelopment Area. Until recently the Colgate area was dominated by vacant lots and unused industrial buildings. It is planned to become a mixed use area with office, commercial and residential uses. This area is now active with construction as this project moves forward. The Paulus Hook Historic District, a quiet neighborhood of nineteenth century brownstones, borders the Tidewater Basin area to the north and to the east. The Liberty Harbor North Redevelopment Plan Area borders the Area to the west. Liberty Harbor North is planned as a predominantly residential, waterfront community.

A common element throughout all of these neighborhoods and the Area is the Hudson-Bergen Light Rail Transit System which will connect them all by means of a modern trolley service, and the Hudson River Waterfront Walkway, which connects these neighborhoods by means of a pedestrian ribbon park along the water's edge.

II. Boundary Description

See the Boundary Map for the boundary illustration.

III. Redevelopment Objectives and Minimum Standards

All new development, rehabilitation, or adaptive re-use must conform to, and be consistent with the following objectives and minimum standards:

- A. At street level, human-scale development to compliment the neighboring Paulus Hook Historic District is required. New development, especially infill housing, shall be consistent in height, scale, material and design with the predominant form of housing – the brick rowhouse – of the neighborhood.
- B. Eliminate incongruous land uses by reinforcing, through acquisition and demolition, if necessary, the dominant residential pattern of the neighborhood.
- C. Encourage the elimination of obsolete and deleterious land uses and structures and the rehabilitation of deteriorated structures, including dilapidated piers and bulk-heading.
- D. Improve vehicular and pedestrian traffic through the re-establishment of a public neighborhood street grid, while improving the circulation through the neighborhood by addressing traffic direction, R-O-W width, cartway width and sidewalk design to discourage vehicular through traffic while improving pedestrian and bicycle access and by incorporating into all waterfront projects the public pedestrian walkway system known as the Hudson River Waterfront Walkway.
- E. Provide for decorative streetscape and site improvements for the beautification of the

redevelopment plan area and adjacent neighborhoods.

- F. Provide for the enhancement of the Paulus Hook Historic District through improvement of its waterfront access, redevelopment of industrial sites and historically sensitive treatment of vacant sites within and immediately contiguous to the historic district.
- G. Encourage the preservation and promotion of the buildings contributing to the area's historic and cultural fabric, and the protection and re-establishment of view corridors along existing and new public streets to accentuate views of Manhattan Island, the Statue of Liberty, Ellis Island and Liberty State Park.
- H. Develop a network of private and public open space nodes along the Hudson River Waterfront Walkway and other districts. These spaces ~~which~~ shall be designed to enhance light and air in the neighborhoods, improve pedestrian circulation, act as a catalyst for residential and retail development, provide a sense of place, and help to improve valuable and desirable vistas.

IV. Types of Proposed Redevelopment Actions

This plan will improve and upgrade the Tidewater Basin Redevelopment Area substantially through a combination of redevelopment actions. These include, but are not limited to:

- Clearance of dilapidated, deteriorated, obsolete or under-utilized structures.
- Assembly of vacant and/or underutilized land into developable parcels.
- Construction of new structures and complementary facilities.
- Provisions for public infrastructure necessary to service and support the new development, including separated storm and sanitary sewers, through special assessment, if necessary, so that the low-lying areas of the Redevelopment Area can experience improved drainage as a result of this Plan's implementation.
- Designation of pedestrian and vehicular Rights of Way to be improved in conjunction with project area development and dedicated to the City.

V. Redevelopment Regulations and Guidelines

- A. The following guidelines apply to all development within the Redevelopment Area and are mandatory.
 - 1. All structures that share a property line with a historic district or property must be compatible to the design of the historic district property design, including, but not limited to: building height, scale, setback, fenestration, window and door placement, construction material, roofline and shape, and colors.
 - 2. All infill housing must complement the existing indigenous housing on the street, especially with regard to height, scale, materials, rooflines and setbacks.
 - 3. All structures shall be designed to have an attractive and finished appearance from all vantage points and utilize the same high quality material on all facades of the building.

4. Signage:
 - No billboards or junior billboards permitted.
 - No back lighted signs or flashing lights.
 - Signage shall be in proportion to the structure
 - Signage shall be of quality material
5. Standard chain link fencing and/or barbed wire is prohibited, except that chain link fencing may be utilized during construction.
6. View corridors along the existing street network and extended network made part of this redevelopment plan shall be preserved, to maximize sight lines to the Manhattan Skyline, the Statue of Liberty, Ellis Island and Liberty State Park.
7. All utility distribution lines and utility service connections from such lines to the project area's individual uses shall be located underground. All meters for utility service shall be located inside the building they serve and shall not be visible from the street (remote readers are permitted, however, to be located on the exterior of structures).
8. All mechanical equipment located on the roof of any building must be enclosed by the building's façade, which must be consistent in design with the rest of the building. Where roofs can be looked down upon from adjacent buildings, a "roofscape" plan must be developed and submitted for Planning Board approval. All electrical communications equipment shall be located in such a way that it does not adversely impact the appearance of the building or site, nor create objectionable views as seen from surrounding structures or public areas.
9. ~~All development containing commercial uses, and all residential apartment projects of more than 3 units, shall provide facilities to secure bicycles in the public sidewalk area. All residential developments shall provide bicycle lockers within the parking areas or common areas of the building at a ratio of one locker for every two units.~~

B. The following regulations apply to all development and are mandatory.

1. **Façade Materials:** With the exception of Penthouses as outlined in §VII.E below, the predominant building material for exterior cladding shall be brick, and the façade shall consist of no more than three materials, textures or colors.
2. **Façade Articulation:** Buildings shall consist of three horizontal elements: the base, a middle, and a top, which shall be achieved through the use of different materials, colors or surface treatments.
3. **Rooflines:** All roofs shall be flat, and may contain roof decks for recreation purposes. Access structures, such as staircase bulkheads or elevator rooms may be provided to allow access such rooftop areas. The bulk of such access structures shall be the minimum necessary to meet building codes and shall not be considered as part of the height of the structure. No habitable space is allowed in such access structures. Color and materials shall compliment that of the principal structure.
4. **Cornices:** All buildings shall incorporate a cornice feature at the roofline, which may not be constructed of lightweight material such as plastic, and which should be of natural materials such as wood, masonry or metal. Fiberglas reproduction cornices are acceptable provided they are well made and true to original form.
5. **Common Elements:** All projects, as part of the site plan approval process, shall identify and incorporate at least three (3) elements that are similar to adjacent structures, such as the type and color of brick, or the height and scale of the cornice, so that there is connectivity across time as the Area builds out.
6. **Stoops and Stairs:** All residential developments shall incorporate stoops and stairs along

all frontages where stoops and stairs are the established mode on the same or opposite side of the street.

7. **Residential Heights Above Sidewalk:** All residential uses located on the first floor or story shall maintain visual separation to maintain a sense of privacy. The floor of such residences shall be at least two feet higher than the adjacent public sidewalk or walkway, and the window sills of all windows on such frontages shall be at least five feet higher than the adjacent public sidewalk or walkway. Wheelchair access may be provided by means of lifts or internal ramps.
8. **Story Height:** With the exception of parking levels and mechanical areas, ~~t~~The maximum height for any story shall be fourteen feet and the minimum height shall be nine feet, except that the first story height shall be a minimum of ten feet, unless the floor is raised at least three feet above the sidewalk level. Except for parking levels and mechanical areas, ~~t~~The first story height shall be taller than the stories above it, either by raising the first story from grade level with a stoop, or by raising the ceiling height. Maximum height for penthouses, where permitted, is twelve (12) feet.
9. **Shopfronts:** All shopfronts shall be a minimum of 75% glass or void, shall be individually designed, and shall have three distinct elements: the storefront, the entrance and the sign band. Each retail storefront shall be allowed one sign and one blade sign, which shall be located in a sign band area. If lighted, only direct lighting is permitted.
10. **Fencing:** All front yard fencing shall consist of mild steel "wrought iron" style fencing, painted black, and consisting of solid pickets a minimum 5/8 inch thick which fully penetrate all horizontal rails and are capped with decorative elements. Rear yards may be fenced with wooden fences, provided such fencing shows a "good" side on both sides.
11. **Balconies and Outdoor Space:** Balconies shall be recessed into, rather than projecting out of, the façade. ~~At least 25 percent of the units i~~In developments of 4 units or more, at least 25 percent of the units shall contain a balcony or, as an alternative, at least 20,000 square feet of any combination of private, common, or public access outdoor space shall be provided for the entire development.
12. **Sidewalks:** All sidewalks shall be tinted "French Gray" and contain an admixture of mica. All sidewalks shall be a minimum of 10 feet wide, which may include the planting strip, and may be located within the property line, if necessary, to achieve the required ten feet minimum. Minimum cross sections shall be as follows: Curb: 8 inches / Planting strip: 28 inches / Sidewalk: 7 feet. The planting strip, if not vegetative, will be constructed of bricks or cobblestone between the tree wells.

The Planning Board may grant a waiver for superior design which relates to adjacent architecture or other public purpose.

13. **Landscaping:** All landscaped areas shall be irrigated. Street trees are required to be planted along all streets, within a planting strip, which is within the first 36 inches inboard of the curb face. All trees shall be a minimum 3.0 to 3.5 inches caliper. All trees shall be protected by a suspended tree grate which must be approximately 3 by 6 feet, and be of two halves, and be made so as to facilitate growth of the tree by having easily removed sections. A minimum of 10 percent of every lot shall be landscaped with living vegetative material, which shall provide more than 90 percent coverage after one growing season. Mulch is not considered "living vegetative material."
14. **Accessibility:** All buildings three stories and higher must have an elevator.
15. **Development Parcels** are required as follows:
Parcel 1: Block 14205, Lots 22, 23, 24;

Parcel 2: Block 14204, Lot 8;

Parcel 3: Block 14201, Lot 1;

Parcel 4: Block 14205, Lot 21

Any redevelopment on these parcels shall include all properties within the designated development parcel.

VI. Parking Standards and Requirements

1. Where not otherwise regulated or prohibited in Plan Subdistricts, all residential development must provide parking at a minimum ratio of one space for every unit containing up to two bedrooms, and two spaces for every unit containing more than two bedrooms. All such spaces must be tied to the residential lease or deed, unless otherwise authorized by the Planning Board pursuant to a Community Benefit Parking Plan and Developer's Agreement referenced under Section VII herein. An additional number of spaces, equal to 10% of the number required by the above calculations shall be required for guest and staff parking.
2. **Where not otherwise regulated or prohibited in Plan Subdistricts,** parking garages must be either under the principal building(s) of an individual project and have an elevation above the average grade of the public sidewalk abutting the project of no more than one-half the floor to floor height of the garage/first occupied floor, or, if at ground level, be wrapped and completely surrounded by and be covered from view by the principal use building.
3. Parking at grade level, in Subdistricts where permitted, must be screened and not appear readily visible from street level. The use of brick walls, landscaped berms and evergreen hedges (in combination or singularly) is the preferred means of achieving this requirement. The Planning Board may allow other, equally appropriate means of screening parking, at their complete discretion.
4. Neither at-grade exposed parking, nor parking as a principal use are permitted.
5. No unimproved lots may be used for off-street parking, even on an interim basis. All lots used for construction workers' parking shall be improved to the satisfaction of the Planning Board, and must, at a minimum, be covered with crushed stone and gravel to prevent mud from being tracked into the streets and sewers, and be fenced. Chain link is permitted in such cases where the parking area will only be used for the duration of the construction activity it serves.

VII. Land Use District Standards

A. Legacy District

1. This district contains all of Block 14405. It is currently approved for 324 dwelling units in four story structures with an additional story of parking under the building and fifth floor mezzanine space provided on the interior courtyards. These buildings are approved not to exceed 65 feet in height, are predominantly comprised of brick cladding, have peaked roofs, some individual entries and stoops, and balconies. This Redevelopment Plan establishes the current zoning approval, as approved by the Zoning Board of Adjustment in their resolution of January 14, 1999, as the land use regulations and standards for this district. Nothing contained herein is intended to negate, modify, nor amend that approval. However, the referenced approval shall be the maximum development allowed within this district

2. Minor alterations in site plan and façade characteristics may be permitted by the Planning Board provided such alterations are consistent with the redevelopment regulations and parking standards of this Plan. Any changes not consistent with this Plan are cognizable under a deviation application, and will be judged on their merits.

B. Portside District

1. This district contains Lot 1 of Block 15902, an area of 5.35 Acres as per the City's Tax Assessor's maps. It has been approved and is partially developed as *Portside*, a mixed-use development consisting of a maximum of 527 dwelling units, a maximum of 753 parking spaces, and approximately 62,000 square feet of commercial space. Phases one and two of this three phase project have been completed. This Redevelopment Plan establishes the current zoning approval, as first approved by the Zoning Board of Adjustment in their resolution of March 3, 1986, which approvals were amended several times, as the land use regulations and standards for this district. Nothing contained herein is intended to negate, modify nor amend that approval. However, the referenced approval shall be the maximum development allowed within this district.
2. Minor alterations in site plan and façade characteristics may be permitted by the Planning Board provided such alterations are consistent with the redevelopment regulations and parking standards of this Plan. Any changes not consistent with this Plan are cognizable under a deviation application, and will be judged on their merits.

C. Waterfront District

1. This district lies between Warren Street and the extension of Van Vorst Street and runs from Morris Street to the Tidewater Basin. A significant portion of this district is located on the water's edge, where a marina is permitted and encouraged to be developed as part of a larger, predominantly residential development. The Hudson River Waterfront Walkway is required for all development located on property that abuts the water's edge. The minimum standards of the New Jersey Department of Environmental Protection (DEP) for the Hudson River Waterfront Walkway are adopted herein by reference, and are considered to be a part of this Redevelopment Plan.
2. Permitted Uses
 - a. Residential
 - b. mixed-uses consisting of residential uses mixed with retail sales and services, including child day care, restaurants, and offices
 - c. marina and related uses on the underwater parcels.
3. Accessory uses
 - a. off-street parking
 - b. recreation areas
 - c. day care facilities
 - d. access to the marina.
4. Maximum Heights
 - a. Heights shall not exceed six stories and 75 feet on Blocks 15901 and 14205.
 - b. Heights shall not exceed four stories and 50 feet on Block 14204. However, a height bonus of up to an additional 30 feet and three stories, for a maximum height of 80 feet and seven stories, may be permitted where the Planning Board approves a community benefit parking plan ("Community Benefit Parking Plan") and enters into an agreement with a developer outlining such Community Benefit Parking Plan ("Developer's

Agreement”), providing for the development of accessory off-street parking on the site. Any such approved Community Benefit Parking Plan and Developer’s Agreement must comply with the Parking Standards and Requirements set forth in Section VI herein, with the exception that a 10% additional number of spaces for guest and staff parking, referenced in Section VI(1), shall not be required. Any approved Community Benefit Parking Plan and Developer’s Agreement must require that additional parking of at least 50 parking spaces above the minimum parking standard shall be provided and made available to residents of the Tidewater Basin Redevelopment Plan Area, which shall not include residents of the proposed development. The Community Benefit Parking Plan and Developer’s Agreement may permit valet parking.

5. Setbacks

- a. ~~All development will be setback a minimum of eight feet and a maximum of 15 feet of existing or proposed street lines, including Dudley Street as depicted on the Circulation Map.~~ Development containing commercial space on the ground floor may locate up to the street **property** line for the length of the entire development. ***Development with 100% ground floor residential must set back a minimum of 5 feet from the front property line.*** Residential buildings fronting on the required waterfront walkway shall set back a least ten feet from the walkway easement, which setback area may be landscaped and fenced. All facades facing onto the waterfront walkway shall be designed to appear as front entrances and not back yards.

6. Densities

- a. 75 dwelling units per acre for developments that are 100 percent residential. Mixed use projects shall have their residential density reduced by the number of units that could have been built in the commercial space given the average square footage of a residential unit within the development not including any common areas. However, a density bonus of up to an additional 100 units per acre, for a maximum density of 175 units per acre, may be permitted where the following is achieved:
- 1) The Planning Board approves a Community Benefit Parking Plan and enters into a Developer’s Agreement, consistent with the requirements of Section VII C 4(b) above.
 - 2) The developer incorporates within the development at least one "green" building component, which shall consist of the installation of a solar panel array covering a minimum of 10% of the roof area above the highest residential floor or 5% of the footprint of any proposed building, whichever is greater, for the purpose of converting sunlight into useable electricity
 - 3) The developer agrees that through-the-wall heat pumps will not be installed within any first or second floor residential units that front on a public street.

D. Historic Buffer District

1. This district is designed to compliment and maintain the historic district streetscape and pattern of land uses. Design standards are established to ensure development which is appropriate to be located adjacent to a National Register Historic District. The area includes portions of Block 14203 and Block 14205 (lots 9, 10 (partial), 11, 12, and 13). (Please refer to the Land Use Map for identification of the Zoning Districts’ boundaries.) Any development project that has legally valid approvals at the time this Plan is adopted

by the Jersey City Municipal Council shall be considered to have established the Land Use Standards for such project, the following notwithstanding, provided, however, that such standards shall become the maximum development potential for such project sites unless the standards below provide greater development potential.

2. Principal permitted uses
 - a) One, two and three family attached dwellings
 - b) Recreation and open space
3. Accessory Uses
 - a. Off-street parking, conforming with plan standards
 - b. Fences and railings
 - c. Home occupations
4. Maximum Height
 - a. 4 stories, not to exceed 45 feet, provided that the maximum height shall not exceed the average height of the existing structures immediately adjacent and within the same block or across the street. All structures shall be of a scale and design that mirrors that of the historic structures across the street.
5. Minimum lot size
 - a.) Interior lot - 2000 square feet
 - b.) Corner lot - 2400 square feet
 - c.) Minimum lot sizes may be reduced by an equivalent amount of lot area dedicated to any rear alleyway.
6. Maximum Lot Coverage:
 - a.) 75%, except that under building parking garages shall not be considered as building coverage, provided that the area of such garages covered by a principal use building shall be bound by the 75% maximum coverage rule, and the remaining area shall be covered by landscaped areas, sidewalks, stairs, walls and/or recreation areas.
 - b.) 80% in the case of development that provides parking structures surrounded along all public rights-of-way by principal use buildings
 - c.) recreation and open space may cover 100% of the lot area
7. Setbacks:
 - a.) Front: 5 feet minimum, 15 feet maximum, or in the case of a block of continuous structures of more than 20 years old, the setback shall line up with the contiguous existing properties on the block.
 - b.) Rear Yards: Interior lots – 15 feet
Corner lots – none
8. Parking:
 - a.) Residential: a minimum of 1 space per dwelling unit and a maximum of 2 spaces per dwelling unit, accessed from the rear of the property, and which may be provided in free standing garage located at the rear.
 - b.) All parking must be covered and under the building and at least four feet below average sidewalk grade adjacent to the principal structure or, if at grade or above, be located within and be wrapped by the principal structure so as to not be visible from the public view.
 - c.) If rear access is not possible, or would severely compromise the architectural integrity and historic appropriateness of the development the parking requirements may be waived, at the sole discretion of the Planning Board.
9. Design Standards
 - a.) Building design of this district shall be compatible with the Paulus Hook historic district structures. Building height, width, mass and proportion are important

- elements of the historic district. All building facades will feature decorative elements harmonious with the architecture of the historic district including, but not exclusive to lintels, decorative brickwork, cornices, railings, light fixtures, doors and doorways.
- b.) Buildings in the redevelopment area that also are part of the Paulus Hook historic district must follow the Jersey City Historic Preservation Commission Regulations for Alterations and Additions to buildings and New Construction in Historic Districts.
- c.) Openings on Frontal Facades: The width and height of windows, doors, and entries must harmonize in scale and proportion with the width and height of windows, doors, and entries of buildings and structures of historic significance in the surrounding environment.
- d.) Relationship of Unbroken Planes to Voids (i.e., Punctured Planes) in Front Facades: The relationship of unbroken planes (i.e. walls) to voids (i.e., windows and doors) on the facade of a building or structure should be aesthetically harmonious with that of buildings and structures of historic significance in the surrounding environment.
- e.) Roof forms must be honored. In new construction, designers must take care to paradigmatically honor the existing historic roof forms and slopes of the area so as not to violate the aesthetic harmony of the whole.
- f.) Building materials: All new structures must be constructed of high quality masonry materials.
- g.) Fences: Permitted are decorative tubular steel, wrought iron, wooden board on board, or board on baton.
- h.) Rehabilitation: The rehabilitation of historically significant structures (of 70 years or older) shall follow the historic district guidelines for rehabilitation to ensure compatibility within the neighborhood. Required of rehabilitation are that: Historic store fronts be preserved; Historic features are not removed, covered or converted; Doorway and window size cannot be diminished.
- i.) Additions: Building additions which add height shall not be visible from the street frontage of the structure and shall not exceed building coverage standards.
- j.) Landscaping: Front yards are to be attractively landscaped and at least one 3"-3.5" caliper tree shall be planted curbside for every 25 feet of frontage.
- k.) Signs may not exceed two square feet, and must be of natural materials.

E. Grand and Marin District

This district is designed to provide space for athletic fields, open space, recreation and educational facilities at the corner of Marin and Grand Streets.

1. Principal Permitted Uses
 - a. Outdoor recreation and improved open space
 - b. Athletic facilities
 - c. Educational facilities
 - d. Residential above the ground floor
 - e. Ground floor retail on corner properties
 - f. Ground floor restaurant, categories one and two as defined by the Land Development Ordinance, on corner properties
 - g. Mixed uses of the above
2. Accessory Uses

- a. Off-street parking conforming with plan standards
- b. Fences and railings
- c. Signs, not to exceed 12 square feet, and not to be internally illuminated
3. Maximum Height:
 - a. 4 stories and forty-five (45) feet
 - b. One additional penthouse story, not to exceed 12 (twelve) feet for a total of fifty-seven (57) feet, and compliant with the standards outlined in §VII.E(7) below, is permitted on corner lots.
4. Maximum Lot Coverage
 - a. Seventy percent (70%)
5. Setbacks:
 - a. Maximum Front yard – Zero (0) feet
 - b. Maximum Corner Side yard – Zero (0) feet
 - c. Minimum Side yard – Zero (0) feet, except where side windows are proposed to be located, in which case six (6) feet
 - d. Minimum Rear yard – Thirty (30) feet
6. Parking & Loading
 - a. Parking is prohibited
 - b. One garaged loading space per building is permitted, provided that access to this garage is not from Grand Street.
7. Penthouses (as permitted in §E(3.a) above) on corner lots
 - a. Penthouses must be set back five (5) feet from all streetfront facades
 - b. Penthouses may not exceed twelve (12) feet in height
 - c. Penthouses must be constructed primarily of glass, with metal or other modern elements permitted as details.
 - d. Penthouses must have a flat roof
8. Buffering
 - a. All permitted principal uses must be adequately buffered from adjoining residential uses, through the use of a five feet wide evergreen hedge-row, of a species that will grow tall and can be trained (clipped) into a dense evergreen hedge, and contain fencing, which must be located on the non-residential side of the landscaped buffer.
9. All other requirements shall be as regulated in Sub-Section D. Historic Buffer District

F. ~~Office~~Residential *Mixed Use* District

This district fronts on Van Vorst Street, and contains several sites that were predominantly historically used for industrial purposes. Re-use of these sites for ~~commercial~~ **residential** purposes is favored for feasibility reasons, although residential uses are permitted **and** because of the strong demand for such **residential** uses. **Mixed use development is also permitted to service the existing and future residential development within the district.**

1. Permitted Principal Uses
 - a. Residential
 - b. **Ground floor** Office
 - c. **Ground Floor Retail**
 - d. **Ground floor cafes, nightclubs, and bars**
 - e. **Ground floor restaurants, categories 1 and 2**
 - f. Parks, pedestrian and bicycle paths, open space, **plazas**
 - g. **Child Care and Day Care Centers**

- h. A combination of any of the above
- 2. Accessory Uses – Uses which are customarily associated with and incidental to permitted principal uses, limited to the following:
 - a. Off-street parking conforming with plan standards
 - b. Health clubs serving units
 - c. Residential amenities
 - d. Fences and railings
 - e. Home occupations
 - f. Signs
- 3. Maximum Height
 - a. The maximum height shall be ~~six~~ seven (7) stories and ~~75~~ eighty-three (83) feet.
- 4. Minimum Lot Size
 - a. Interior Lot – 2,000 square feet
 - b. Corner lot – 2,400 square feet
- 5. Maximum Lot coverage – 100%
- 6. Landscaping - Required 10% landscaping may be provided in landscaped planting areas, green roof plantings, and raised planters. If a project is completed in phases, the calculation may be calculated over the entire development site as a whole.
- 7. Minimum Setbacks
None required
- 8. Stepbacks are required along Van Vorst Street between Morris and Sussex Streets for buildings utilizing the height bonus.
 - a. At the 7th story, a 10 foot stepback from the ground level façade is required
 - b. At the 8th story, a 20 foot stepback from the ground level façade is required
 - c. At the 9th story, a 30 foot stepback from the ground level façade is required
 - d. Notwithstanding the foregoing, at the corner building on Sussex and Van Vorst Streets, only one stepback is required. It is to be located at the 7th story and must have a minimum stepback of 25 feet from the ground level façade.
- 9. Minimum Parking
 - a. Residential – 0.6 spaces per unit. There shall be no lease/deed parking requirements or guest/staff parking requirements.
 - b. Retail, restaurants, cafes, nightclubs, and bars – 0.5 spaces per 1,000 square feet of floor area
 - c. Office – 0 spaces required

Where a project is developed in phases, the parking and loading constructed with phase 1 must meet or exceed the parking and loading requirements for that phase. Required parking and loading for the entire project may be constructed in Phase I.

Valet parking is permitted.

Maximum driveway width: 12 feet one way, 20 feet two way

10. **Loading** Off-street loading shall conform to Article V of the Zoning Ordinance of the City of Jersey City.

11. Signs

<u>Use</u>	<u>Type</u>	<u>Number</u>	<u>Size</u>
<u>Residential</u>	<u>Nameplate or Awning</u>	<u>1 per entry</u>	<u>12 sf</u>
<u>Retail, restaurant, café, bar, nightclub</u>	<u>Facade Band sign</u>	<u>1 per street or plaza frontage</u>	<u>20 sf or 15% of ground floor area of that portion of the primary facade, whichever is less</u>
	<u>Blade Sign</u>	<u>1 per street or plaza frontage</u>	<u>8 sf</u>
	<u>Canopy Sign</u>	<u>1 per window bay</u>	<u>Shall be calculated into the maximum facade sign area</u>
<u>Office</u>	<u>Facade Band sign</u>	<u>1 per street or plaza frontage</u>	<u>20 sf or 15% of ground floor area of that portion of the primary facade, whichever is less</u>
<u>Home Occupations</u>	<u>Plaque</u>	<u>1</u>	<u>2 sf</u>

- a. Facade signs in the sign band area above the display window(s) are permitted. Band signs shall display the name and/or logotype of the store only. Band signs shall be illuminated at night. The sign band shall be limited to an area not less than ten (10) feet and not greater than fifteen (15) feet above grade level. In addition, all signs shall set back a minimum of two (2) feet from each side of the building. Sign lettering within the sign band may also be applied directly onto the building surface, rather than onto a sign board.
- b. During construction, one (1) temporary sign indicating: the name of the project or development, general contractor, subcontractor, financing institution and public entity officials (where applicable) shall be permitted. The sign area shall not exceed forty (40) square feet.
- c. All wall signs shall be flush mounted
- d. All blade signs shall project no more than 30 inches from the facade and the bottom of the sign must be a minimum of 9 feet above the sidewalk or plaza.
- e. Internally lit sign boxes are prohibited. Internally lit channel letters are permitted.
- f. Storefront windows shall not be blocked by any interior display case or other form of barrier. Pedestrians on the street shall have the ability to see into the shop and view the activity within.
- g. Signs may include the name of the store and street number only.

12. Design Standards

- a. Parking garages must be wrapped by the principal use building to disguise the garage

area. Garages fronting on Sussex Street, however, are not required to be wrapped. Instead, the façade of all parking levels along Sussex Street shall be of compatible material and quality to that used throughout the development and shall be designed to provide visual interest.

- b. Bike parking requirements, as outlined in the Land Development Ordinance, apply
- c. Except for the Sussex Street frontage, no more than fifteen (15) percent of the first floor street and plaza frontage or thirty (30) consecutive linear feet along a public right-of-way and plaza frontage - whichever is greater - may be dedicated to other uses such as meter rooms, blank walls, garage doors or loading zones, emergency exits, etc.
- d. Large blank walls (rear façade, etc.) without fenestration must incorporate facade relief, an expressed structural system, sculpted, carved or penetrated wall surfaces, architectural lighting, or other architectural techniques to provide visual interest.
- e. Window HVAC units (PTAC units) shall not be permitted below twenty (20) feet above grade. At and above twenty (20) feet above grade, all facade vents for air conditioning or heating units must be incorporated into the window opening and mullion design such that vent grills and windows appear as a single unit. This is best achieved by lining up vent grills with the vertical or horizontal edge of the adjacent window and matching the window's length or width or using a spandrel panel to fill any voids.

13. Height Bonus - In recognition of its close proximity to mass transit, and as supported by the Jersey City Master Plan, this district can accommodate greater building heights

An additional 8 stories and 92 feet, for a maximum of 15 stories and 175 feet of height are permitted when the following are all provided:

- a. A privately held and maintained 10,000 square foot pedestrian plaza is developed for 24-hour public use. The Developer and its successors and assigns must agree to maintain and repair the plaza in accordance with a Developer's Agreement entered into with the Planning Board.
- b. Open Space Requirement – 30% of the total lot area shall be provided as outdoor recreation space, which may be averaged over the entire development when a project is developed in phases. This can be allocated and divided up as needed, at grade, as plaza space, as rooftop amenity space, and so forth.
- c. The Developer agrees to enter into an easement with the Jersey City Municipal Utilities Authority ("JCMUA") for ten dollars (\$10.00) nominal consideration for the construction by the JCMUA, at its sole cost and expense, of an underground water main pipe line ("pipe line") on a portion of the land where the private pedestrian plaza is planned. The easement shall provide that such pipe line shall be located in a place on such land that will not disrupt or impede the project and that the construction of the pipe line will not delay or obstruct the developer's construction schedule. Such easement shall give the JCMUA the right to construct the pipe line at any time up to the date the developer applies to the City for the first certificate of occupancy for the project. The developer shall give the JCMUA 90 days written notice of its intention to apply to the City for a certificate of occupancy for the project.
- d. The developer agrees to enter into an easement agreement with the JCMUA for ten dollars (\$10.00) nominal consideration granting a ten (10) foot wide easement to the JCMUA for the maintenance, operation, repair and replacement of the pipe line by

- the JCMUA, at its sole cost and expense. The easement shall provide that should it be necessary for the JCMUA to remove any portion of the pedestrian plaza improvements and materials, it will reinstall and restore them, at the JCMUA's sole cost and expense, with the same color, type and quality improvements and materials.
- e. The developer agrees to make cross-street improvements at the intersection of Van Vorst Street and Morris Street utilizing materials that are compatible with the pedestrian plaza;
 - f. Buildings must be designed and built with LEED or equivalent green measures that will reduce the overall energy consumption by the building occupants, the energy demands on local utilities, and water consumption by occupants.
 - g. For phased development, the developer shall adhere to the following benchmarks:
 - i. Subject to the easement grant limitations identified in this Subsection, the aforementioned easements to JCMUA must be granted with the first phase prior to the issuance of a Certificate of Occupancy by the Jersey City Building Department for that phase
 - ii. Aforementioned plaza and necessary Van Vorst / Morris Street intersection improvements must be completed prior to the issuance of a Certificate of Occupancy by the Jersey City Building Department for the second phase

14. ~~All other requirements shall be as regulated in Sub-Section D. Historic Buffer District~~

VIII. PROCEDURAL REQUIREMENTS

A. Submission of Redevelopment Proposals

Site plan review shall be conducted by the Jersey City Planning Board pursuant to NJSA 40:55D-1 et seq.

As part of the final site plan approval process, the Jersey City Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53. Such performance guarantees shall be in favor of the City of Jersey City, in a form approved by either the Corporation Counsel of the City of Jersey City, or the Attorney for the Jersey City Planning Board. The amount of such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of improvements within one (1) year of final site plan approval.

B. Duration of Plan's Effect

The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of forty (40) years from the date of approval of this plan by the City Council of the City of Jersey City.

C. Deviation Requests

The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application

of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan.

D. Procedure for Amending this Plan

This Redevelopment Plan may be amended from time-to-time upon compliance with the requirements of law. A fee of \$500 ~~\$500~~ **\$1,000** plus all costs of copying and transcripts shall be payable to the City of Jersey City for any request to amend this plan. If there is a designated developer, as provided for under NJSA 40:55 C-1 et seq, said developer shall pay these costs. If there is no developer, the appropriate agency shall be responsible for any and all such costs.

E. Interim Uses

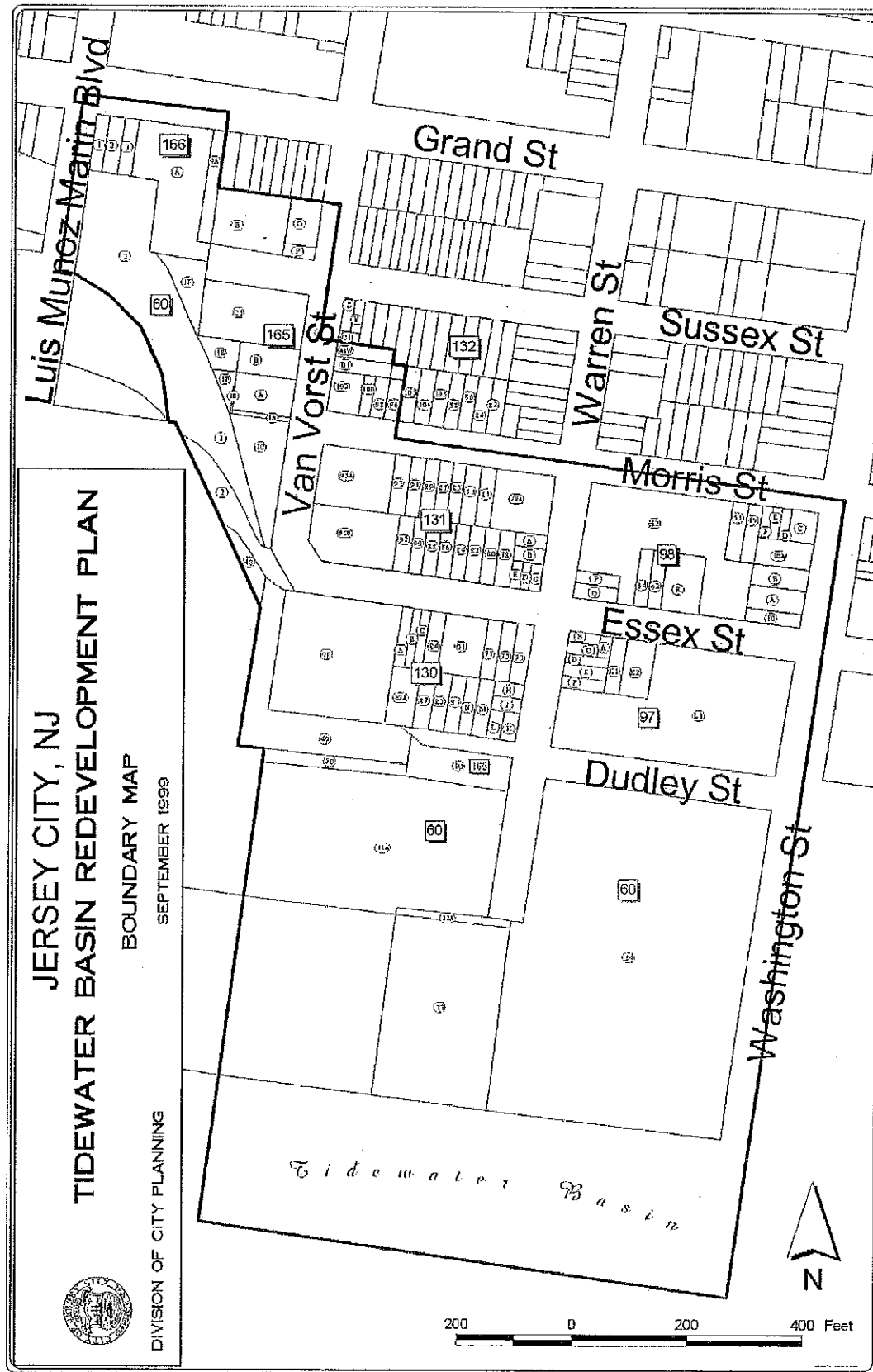
Interim uses may be established, subject to site plan approval and agreement between the developers and the Planning Board that such use will not have an adverse effect upon existing or contemplated development during the interim use period. Interim uses may be granted for a period of up to three (3) years, and may be renewed at the discretion of the board. Commuter parking that does not serve employees of this redevelopment plan area is specifically prohibited and does not qualify as an interim use.

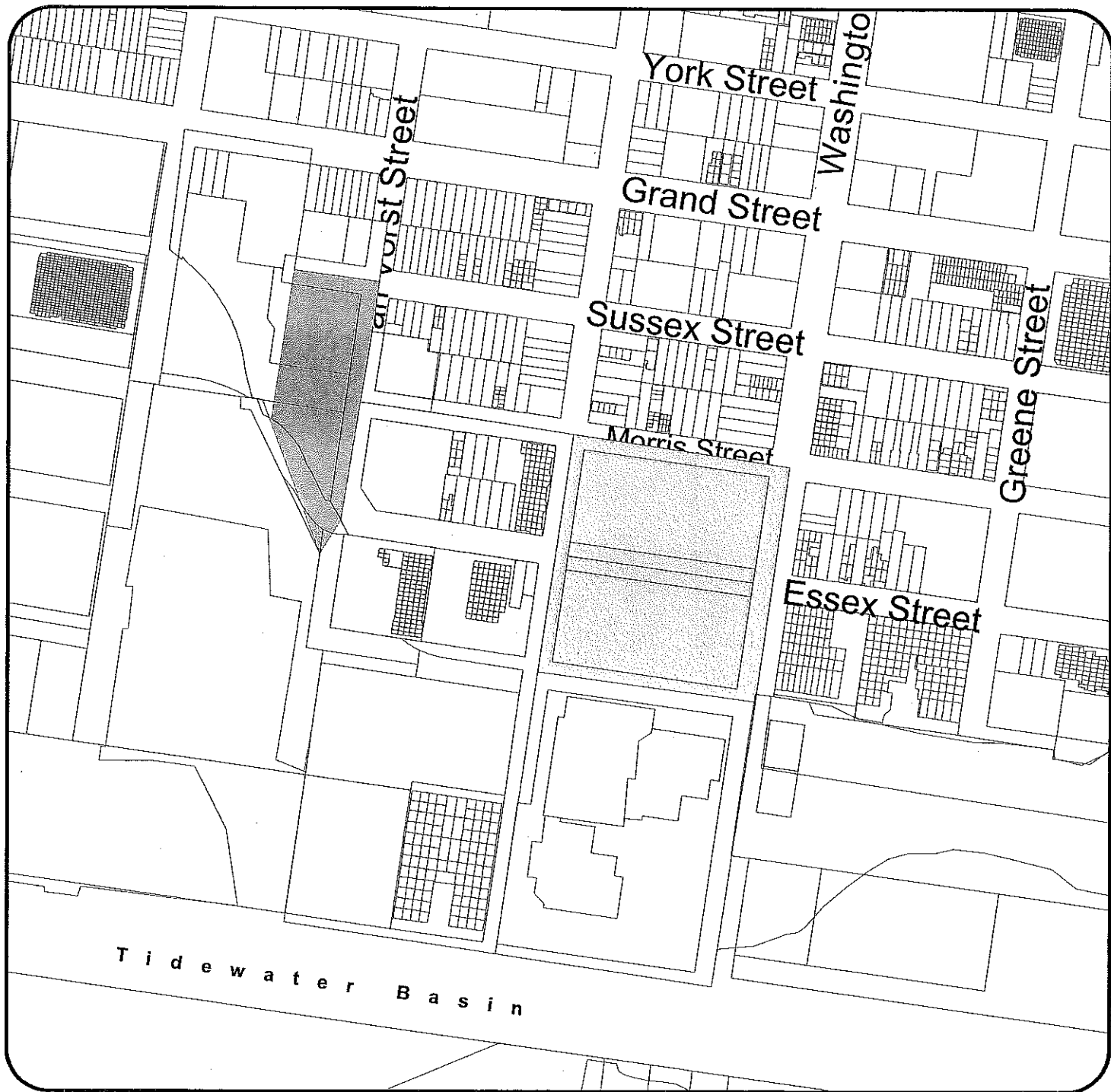
IX. OTHER PROVISIONS TO MEET STATE AND LOCAL REQUIREMENTS

In accordance with NJSA 40A:12A-1 et seq., Chapter 79, Laws of New Jersey 1992, known as *The Local Redevelopment and Housing Law*, the following statements are made.

- A. The Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements.
- B. The Plan has laid out various strategies needed to be implemented in order to carry out the objectives of this Plan.
- C. The Plan has given proposed land uses and building requirements for the redevelopment area.
- D. The Acquisition Maps which are a part of this Plan lists all property to be acquired as a result of this Plan. Jersey City shall ensure that any residents displaced by this Redevelopment Plan are afforded all reasonable and lawfully required efforts to secure adequate replacement housing. It is estimated that sufficient relocation housing is available, including subsidized housing, if necessary. All commercial enterprises to be acquired under this Plan will be given relocation assistance in compliance with all applicable laws.
- E. The Plan is in compliance with the Jersey City Master Plan. The Master Plan of the County of Hudson is not contrary to the goals and objectives of the Jersey City Master Plan. The Plan complies with the goals and objectives of the New Jersey Development and Redevelopment Plan is that this Plan and the State's Plan both recognize the need to





- redevelop urban land.
- F. This Redevelopment Plan shall supersede all provisions of the Jersey City Land Development Zoning Ordinance that are specifically addressed herein. Any zoning related question that is not addressed herein shall refer to the Jersey City Land Development Zoning Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant deviations from the requirements of this Plan, as provided herein. Upon final adoption of this Plan by the Municipal Council of Jersey City, the Jersey City Zoning Map shall be amended to rezone the area covered by this Plan as the Tidewater Basin Redevelopment Area, and all underlying zoning will be voided.



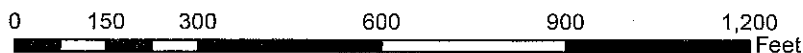


Tidewater Basin Redevelopment Plan Land Use Map

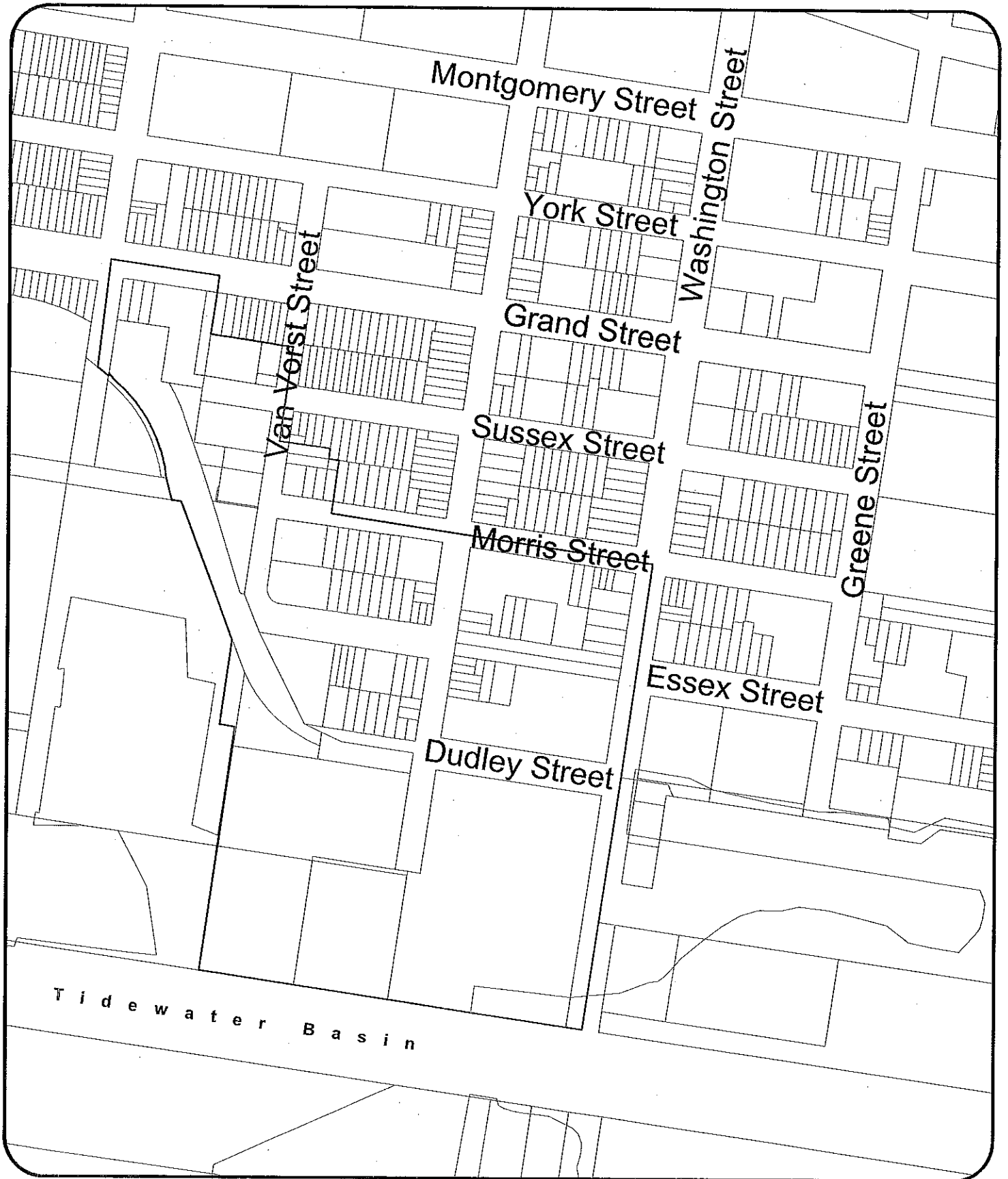
ZONE

-  Grand and Marin
-  Historic Buffer
-  Legacy
-  Mixed Use
-  Portside
-  Waterfront

1 inch = 300 feet



August 12, 2014

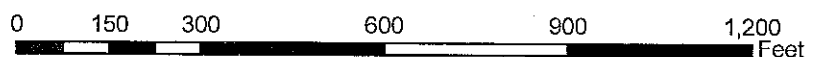


Tidewater Basin Redevelopment Plan Acquisition Map

To be Acquired

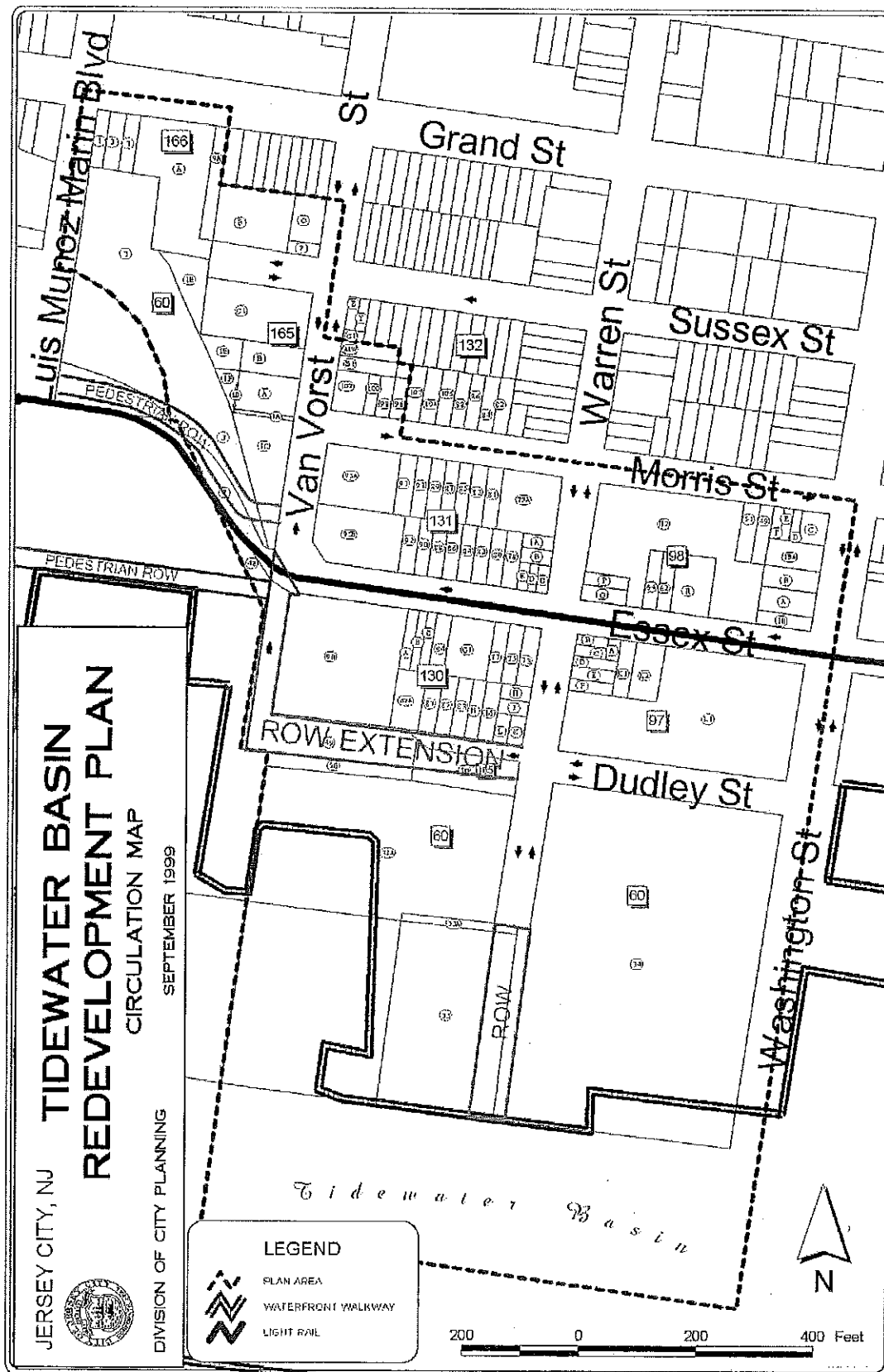


1 inch = 300 feet



August 6, 2009

Jersey City
Planning Division
30 Montgomery Street Suite 1400
Jersey City, NJ 07310-3831
Phone: 201.347-5910
Fax: 201.347-4333



City Clerk File No. Ord. 14.111

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.111

TITLE: ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR AN EMERGING MARKET RESIDENTIAL CONDOMINIUM PROJECT TO BE CONSTRUCTED BY COMMUNITY ASSET PRESERVATION ALLIANCE OF JERSEY CITY #4 URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Community Asset Preservation Alliance of Jersey City #4 Urban Renewal, LLC ("CAPAJC4 Urban Renewal"), is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

WHEREAS, the Entity is the Contract Purchaser of certain property known as Block 20005, Lots 4 & 25, on the City's Official Tax map, and more commonly known by the street address of 326 Pacific Avenue, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Morris Canal Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

WHEREAS, the Entity has applied for a 20 year long term tax exemption to conduct gut renovation, rehabilitation, and adaptive reuse of an existing house of worship (otherwise known as St. John's AME Church), to convert the structure to a three (3) story, emerging market residential condominium project, containing twelve (12) residential condominium units, and approximately 3,100 square feet of parking for nine (9) parking spaces; and

WHEREAS, the property is currently owned by a church that lost its tax exempt status and subsequently was unable to pay the property taxes which accrued, necessitating the City to impose a tax lien which has been purchased by a third party, who paid the City in full for the delinquent taxes; and

WHEREAS, the Entity has a contract to purchase the property from the church, and the third party lien will hereinafter be satisfied at the closing of the sale of the property to the Entity, which shall take place within ninety (90) days of the date of adoption of the herein Ordinance; and

WHEREAS, the Project received a site plan approval from the Planning Board on July 8, 2014; and

WHEREAS, CAPAJC4 Urban Renewal, LLC, has agreed to:

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR AN EMERGING MARKET RESIDENTIAL CONDOMINIUM PROJECT TO BE CONSTRUCTED BY COMMUNITY ASSET PRESERVATION ALLIANCE OF JERSEY CITY #4 URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of Annual Gross Revenue each year, which sum is estimated to be \$34,187.00, and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 1% of each prior year's Annual Service Charge as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, an equal to 5% of the Annual Service Charge upon receipt of that charge; and
5. provide a contribution to the City's Affordable Housing Trust Fund, pursuant to Ordinance 03-112, in the amount of \$22,650. This payment is nonrefundable and nontransferrable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term.

WHEREAS, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$20,233, whereas, the Annual Service Charge as estimated, will generate revenue of more than \$34,187 to the City and an additional sum of approximately \$1,423 to Hudson County;
2. it is expected that the Project will create approximately 25 jobs during construction. No new permanent jobs will be created;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Morris Canal Redevelopment Plan area;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract purchasers to the Project and insure the likelihood of the success of the Project; and

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR AN EMERGING MARKET RESIDENTIAL CONDOMINIUM PROJECT TO BE CONSTRUCTED BY COMMUNITY ASSET PRESERVATION ALLIANCE OF JERSEY CITY #4 URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

WHEREAS, CAPAJC4 Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

A. The application of CAPAJC4 Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., a copy of which is on file in the office of the City Clerk, for Block 20005, Lots 4 & 25, more commonly known by the street address of 326 Pacific Avenue, more specifically described by metes and bounds in the application is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 25 years from the adoption of the within Ordinance or 20 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge equal to \$20,233 upon Project Completion, whether or not the Project is occupied; or
 - (b) 10% of Annual Gross Revenue, estimated at \$34,187, which shall be subject to statutory increases during the term of the tax exemption.
3. Administrative Fee: 1% of the prior year's Annual Service Charge;
4. County Payment: an additional 5% of the Annual Service Charge for remittance by the City to Hudson County or \$1,423;
6. Affordable Housing Trust Fund: provide a contribution to the City's Affordable Housing Trust Fund, pursuant to Ordinance 03-112, in the amount of \$22,650, which represents \$1500 per unit at 12 units (\$18,000) and \$1.50 per approximately 3,100 square feet of parking (\$4,650). This payment is nonrefundable and nontransferrable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term;
7. Project: a three (3) story building with a total of 12 emerging market residential condominium units, and approximately nine (9) parking spaces;
8. An obligation to execute (i) a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR AN EMERGING MARKET RESIDENTIAL CONDOMINIUM PROJECT TO BE CONSTRUCTED BY COMMUNITY ASSET PRESERVATION ALLIANCE OF JERSEY CITY #4 URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

9. The Ordinance will be rescinded if the closing of the sale of the property and transfer of title from the seller to the Entity does not take place within ninety (90) days of the date of adoption of the herein Ordinance, unless otherwise extended by the City;

10. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project begins within two (2) years of the adoption of the within Ordinance.

C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.

D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary. The applicant shall execute the tax exemption agreement within ninety (90) days of the date of adoption of the herein Ordinance. Failure to comply shall result in the Ordinance being repealed and the tax exemption rescinded.

E. The actual date of execution of the tax exemption agreement shall not affect, alter or amend the Entity's obligation to make payments according to the intervals set forth in Section 304-28 of the Municipal Code and the tax exemption agreement. Should the Entity fail to make timely payments, interest shall begin to accrue at the rate set forth in the tax exemption agreement.

F. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

G. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

H. This ordinance shall take effect at the time and in the manner provided by law.

I. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/DJ/he
9/02/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR AN EMERGING MARKET RESIDENTIAL CONDOMINIUM PROJECT TO BE CONSTRUCTED BY COMMUNITY ASSET PRESERVATION ALLIANCE OF JERSEY CITY #4 URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

Initiator

Department/Division	Administration	Tax Assessor's Office
Name/Title	Al Cameron	Fiscal Officer
Phone/email	(201) 547-5188	CameronA@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Community Asset Preservation Alliance of Jersey City #4 Urban Renewal, LLC, is an urban renewal entity, and the Contract Purchaser for property known as Block 20005, Lots 4 & 25, on the City's Official Tax map, and more commonly known by the street address of 326 Pacific Avenue, located within the Morris Canal Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g). The project falls within Tier 3 of the Mayor's Tax Exemption policy.

The Entity has applied for a 20 year long term tax exemption to conduct gut renovation, rehabilitation, and adaptive reuse of an existing house of worship (otherwise known as St. John's AME Church), to convert the structure to a three (3) story, emerging market residential condominium project, containing twelve (12) residential condominium units, and approximately 3,100 square feet of parking for nine (9) parking spaces.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Financial Interest Disclosure Statement

St. John's AME Church

326 Pacific Avenue, Jersey City, New Jersey

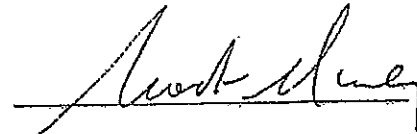
WHEREAS, the following Disclosure is being prepared in connection with an Application to the Jersey City Planning Board for the above referenced Property and Project;

WHEREAS, the disclosures below is intended to include all parties, principals, partners, parent and subsidiary companies, having any interest in the Property or the Project or any other Financial Agreements then in force and effect in which any of such parties have any interest.

NOW THEREFORE, the below disclosures are intended to comprehensively address the Jersey City Planning Board disclosure requirement:

Individual or Entity	Relationship	Type of Financial Interest
Community Asset Preservation Corporation	Parent Company	100% Owner

CAPA #4 Urban Renewal, LLC



Mark Munley, Authorized Representative

Financial Interest Disclosure Statement

St. John's AME Church

326 Pacific Avenue, Jersey City, New Jersey

WHEREAS, the following Disclosure is being prepared in connection with an Application to the Jersey City Planning Board for the above referenced Property and Project;

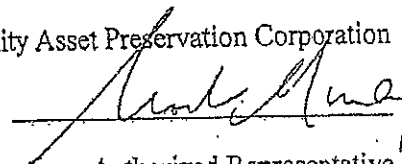
WHEREAS, Community Asset Preservation Corporation is the parent company and 100% owner of CAPA #4 Jersey City Urban Renewal, LLC;

WHEREAS, the disclosures below is intended to include all parties, principals, partners, parent and subsidiary companies, having any interest in the Property or the Project or any other Financial Agreements then in force and effect in which any of such parties have any interest.

NOW THEREFORE, the below disclosures are intended to comprehensively address the Jersey City Planning Board disclosure requirement to disclose interest of Community Asset Preservation Corporation, the parent company and 100% owner of CAPA #4 Jersey City Urban Renewal, LLC:

Individual or Entity	Relationship	Type of Financial Interest
"Schedule A"	Board Members	_____

Community Asset Preservation Corporation


Authorized Representative

Schedule A

Community Asset Preservation Corporation, A New Jersey Non Profit

Board of Directors

Dudley Benoit (Board Chair)

Kenneth Zimmerman (Board Vice Chair)

Carl Malmstrom (Board Treasurer)

Alle Ries (Board Secretary)

Ellen Brown

Henry Coleman

Pilar Hogan Closkey

Patrick Kelly

Wayne Meyer

Patrick Morrissy

FISCAL IMPACT COST PROJECTION (MARKET RATE RENTAL UNITS - TIER 3 - 20 YEAR)

Block: Lot: Qual: Loc:

Market Rate Rental Units with Retail & Parking		Demographic Multipliers (Transit Oriented Development)*				Annual Expenditures		Total Annual Expenditures		
Planned Development	Number of Units	Household	Students	Residents	Total Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
1 Bedroom	6	1.421	0.050	8.53	0.30	\$1,126.42	\$3,445.00	\$9,603.84	\$1,033.50	\$10,637.34
2 Bedroom	6	2.012	0.120	12.07	0.72	\$1,126.42	\$3,445.00	\$13,598.11	\$2,480.40	\$16,078.51
TOTAL	12			20.60	1.02			\$23,201.95	\$3,513.90	\$26,715.85
1. Total Municipal Ratables		\$5,916,171,471		4. Fiscal Year 2013 Budget		\$500,097,007		6. Population of Jersey City (2010 Census)		247,597
2. Residential Ratables Commercial Ratables		\$3,299,371,882 \$1,439,637,425				7. Per Capita Municipal Cost		10. Anticipated Gross PILOT 1st Year		\$ 34,187.00
3. Residential Ratables as a Percentage of Total Ratables		-55.77%		5. Residential Portion		8. Annual Expenditures Per Student**		Less Land Tax (74.35)		\$ 1,709.35 (7,858.80)
								11. 1st Year Net PILOT		\$ 28,379.42
								12. Implied Surplus		\$ 1,663.57
Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs										

SERVICE CHARGE VS CONVENTIONAL - CAPAJC#4 URBAN RENEWAL
 *ASSUMING 74.35 TAX RATE WITH 2% ANNUAL INCREASE

NEW ASSESSMENTS BASED ON TAX ASSESSOR ANALYSIS

LAND 105,700
 BLDG 991,700
 TOTAL 1,097,400

YEAR	Annual Service Charge w/ Phase-In	County (5%)	Admin (1%)	Conventional Taxes (2% Annual Increase)	Step Up Rate	% of Conv.	Conventional Taxes at 51%
1	34,187	1,709	342	81,592			41,612
2	34,187	1,709	342	83,224			42,444
3	34,187	1,709	342	84,888			43,293
4	34,187	1,709	342	86,586			44,159
5	34,187	1,709	342	88,317			45,042
6	34,187	1,709	342	90,084			45,943
7	34,187	1,709	342	91,885	20%	18,377	46,862
8	34,187	1,709	342	93,723	20%	18,745	47,799
9	34,187	1,709	342	95,598	20%	19,120	48,755
10	39,004	1,950	390	97,510	40%	39,004	49,730
11	39,784	1,989	398	99,460	40%	39,784	50,725
12	40,580	2,029	406	101,449	40%	40,580	51,739
13	41,391	2,070	414	103,478	40%	41,391	52,774
14	42,219	2,111	422	105,548	40%	42,219	53,829
15	64,595	3,230	646	107,659	60%	64,595	54,906
16	65,887	3,294	659	109,812	60%	65,887	56,004
17	67,205	3,360	672	112,008	60%	67,205	57,124
18	68,549	3,427	685	114,248	60%	68,549	58,267
19	93,226	4,661	932	116,533	80%	93,226	59,432
20	95,091	4,755	951	118,864	80%	95,091	60,620

ASC phase-in reflects annual 2% increase in conventional taxes



June 30, 2014

New Jersey Community Capital
108 Church Street, 3rd Flr
New Brunswick, NJ 08901

Re: 326 Pacific Residential Project
(Formerly A.M.E. Church)
Jersey City, NJ

Att: Mark Munley, Chief Investment Officer

On this, the 6th day of June, 2014, the undersigned being the architect for the Project to be developed by Community Asset Preservation Alliance, does hereby certify to the best of my knowledge and belief that the attached Cost Estimate reflects the actual construction costs of the Project proposed at the above mentioned address.

Do not hesitate to contact our office with any questions or comments.

Respectfully,

Dennis M. Devino AIA
Architect of Record

Cc: file

AME CHURCH DEVELOPMENT BUDGET

Expense Category	Estimated Expense
<i>Land & Bldg Acquisition</i>	\$338,000
<i>Construction/Rehab</i>	\$1,901,000
<i>Contractor Fee @ 8%</i>	\$152,080
<i>Const Contingency @ 10%</i>	\$190,100
<i>Const. Fees</i>	\$71,515
<i>Professional Services</i>	\$133,750
<i>Soft Cost Contingency @ 5%</i>	\$66,875
<i>Financing Costs</i>	\$143,396
<i>Subtotal</i>	\$2,996,716
<i>Developer Fee @ 8%</i>	\$239,737
<i>Sales Commissions @ 6%</i>	\$204,750
GRAND TOTAL	\$3,441,203

Certified by:

Dennis M. Devino, AIA

Devino Architects & Associates

675 Garfield Avenue

Jersey City, NJ 07305

**CAPAJC # 4 URBAN RENEWAL
BLOCK 20005 Lot 25.01
326 Pacific Avenue**

Block	Lot		Existing Assessments	New Assessments	Good Faith ASC*	Land Tax	Bldg (Phased-In)
20005	25.01	Land	80,000	105,700			
		Bldg	191,000	991,700	34,187		991,700
		Total	271,000	1,097,400	34,187		991,700

**In-Lieu of Full Property Tax Payments An Amount Equal To A
A Percentage Of Taxes Otherwise Due On The Land and
New Improvement According To The Following Stages:**

Stage (Assumption)	ASC	Bldg. Taxes (Phased-In)
1 From the 1st day of the month following substantial completion until the last day of the 6th year, the ASC shall be at 10% of Annual Revenue	\$ 34,187	\$ 7,859 0
2 Beginning on the 1st day of the 7th year and the last day of the 9th year of substantial completion, an amount equal to the greater of the ASC at 10% or 20% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 34,187	\$ 7,859 \$ 16,318
3 Beginning on the 1st day of the 10th year and the last day of the 14th year of substantial completion, an amount equal to the greater of the ASC at 10 or 40% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 34,187	\$ 7,859 \$ 32,637
4 Beginning on the 1st day of the 15th year and the last day of the 18th year of substantial completion, an amount equal to the greater of the ASC at 10% or 60% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 34,187	\$ 7,859 \$ 48,955

Final Stage Beginning on the 1st day of the 19th year and the last day of the 20th year of substantial completion, an amount equal to the greater of the ASC at 10% or 80% of the amount of taxes otherwise due on the value of the land and improvements. \$ 34,187 \$ 7,859 \$ 65,273

Yearly Land and Improvement Taxes \$ 81,592

8/25/2014

SCHEDULE F

AME CHURCH TAX ABATEMENT CALCULATION

Maint Estl = \$ 63,800 Tax Abate. Estl. = \$ 34,187																	
Unit Number	Type	SE	%	Annual Fee	Mo. Fee	Sales/Mktg Amt	5% Mktg 20 Yr.	Mo. Mktg Amt	Total Maint & Mktg Tier 3 Abatement %	Annual Service Charge	City Portion	ASC	City Admin Fee	Total Annual Fee	Total Mo. Exp	Sales/SE	
First Floor																	
101	2 BD DUPLEX	1515	9.81%	\$ 6,261	\$ 522	\$ 325,000	\$ (25,747)	\$ (2,146)	10%	\$ 32,008	\$ 3,201	\$ 3,041	\$ 160	\$ 32	\$ 35,209	\$2,994	\$214.52
102	2 BD DUPLEX	1612	10.44%	\$ 6,662	\$ 555	\$ 325,000	\$ (25,747)	\$ (2,146)	10%	\$ 32,409	\$ 3,241	\$ 3,079	\$ 162	\$ 32	\$ 35,650	\$2,971	\$201.61
103	2 BD DUPLEX	1441	9.33%	\$ 5,955	\$ 496	\$ 325,000	\$ (25,747)	\$ (2,146)	10%	\$ 31,702	\$ 3,170	\$ 3,012	\$ 159	\$ 32	\$ 34,872	\$2,906	\$225.54
104	2 BD DUPLEX	1441	9.33%	\$ 5,955	\$ 496	\$ 325,000	\$ (25,747)	\$ (2,146)	10%	\$ 31,702	\$ 3,170	\$ 3,012	\$ 159	\$ 32	\$ 34,872	\$2,906	\$225.54
105	2 BD DUPLEX	1612	10.44%	\$ 6,662	\$ 555	\$ 325,000	\$ (25,747)	\$ (2,146)	10%	\$ 32,409	\$ 3,241	\$ 3,079	\$ 162	\$ 32	\$ 35,650	\$2,971	\$201.61
106	2 BD DUPLEX	1507	9.76%	\$ 6,228	\$ 519	\$ 325,000	\$ (25,747)	\$ (2,146)	10%	\$ 31,975	\$ 3,197	\$ 3,038	\$ 160	\$ 32	\$ 35,172	\$2,931	\$215.66
Second Floor																	
201	1 BD DUPLEX	772	5.00%	\$ 3,190	\$ 266	\$ 230,000	\$ (18,221)	\$ (1,518)	10%	\$ 21,411	\$ 2,141	\$ 2,034	\$ 107	\$ 21	\$ 23,552	\$1,963	\$297.93
202	1 BD DUPLEX	1226	7.94%	\$ 5,067	\$ 422	\$ 275,000	\$ (21,786)	\$ (1,815)	10%	\$ 26,852	\$ 2,685	\$ 2,551	\$ 134	\$ 27	\$ 29,538	\$2,461	\$224.31
203	1 BD DUPLEX	1156	7.49%	\$ 4,777	\$ 398	\$ 275,000	\$ (21,786)	\$ (1,815)	10%	\$ 26,563	\$ 2,656	\$ 2,524	\$ 133	\$ 27	\$ 29,220	\$2,435	\$237.89
204	1 BD DUPLEX	1166	7.55%	\$ 4,819	\$ 402	\$ 275,000	\$ (21,786)	\$ (1,815)	10%	\$ 26,605	\$ 2,660	\$ 2,527	\$ 133	\$ 27	\$ 29,265	\$2,439	\$235.85
205	1 BD DUPLEX	1226	7.94%	\$ 5,067	\$ 422	\$ 275,000	\$ (21,786)	\$ (1,815)	10%	\$ 26,852	\$ 2,685	\$ 2,551	\$ 134	\$ 27	\$ 29,538	\$2,461	\$224.31
206	1 BD DUPLEX	764	4.95%	\$ 3,157	\$ 263	\$ 230,000	\$ (18,221)	\$ (1,518)	10%	\$ 21,378	\$ 2,138	\$ 2,031	\$ 107	\$ 21	\$ 23,516	\$1,960	\$301.05
TOTAL										15438	100.00%	\$ 63,800	\$ 5,317	\$ 3,510,000	Abatement Totals \$ 34,187 \$ 32,477 \$ 1,709 \$ 342		
										City Admin Fee							

AME CONDOMINIUM ASSOCIATION, INC.

SUMMARY OF FORECAST

ASSUMPTIONS AND ACCOUNTING POLICIES

INTRODUCTION

The AME Condominium Association, Inc. (the "Association") is being formed in Jersey City, New Jersey.

AME Condominiums will consist of twelve residential units, as further described in the Master Deed.

Parking is part of the offering as a common element. This statement includes revenue and expenses associated with parking facilities.

The Forecasted Statement of Revenues, Expenses and Allocations of Funds represent the Sponsor's best knowledge and belief of the Association's expected revenues, expenses, deferred maintenance funding and replacement funding for its initial full year, based on 2014 figures and on full occupancy assuming the following conditions:

- (a) No construction or material defects exist after completion of the common areas and structures;
- (b) All components and quantities of common areas and structures reflected on the schedule of deferred maintenance funding and replacement funding are accurate;
- (c) Proper maintenance of the common areas and structures will take place in the future;
- (d) The schedules of deferred maintenance funding and replacement funding shall be reviewed annually and maintenance assessments will be updated for changes in projected replacement costs and maintenance.

The forecast is intended to take into account common elements only. This projection does not take into account the costs that may be incurred by individual unit owners with the exception of water and sewer expenses for residential owners.

The assumption and figures that appear in this forecast are those that Sponsor's believes to be significant. Please be advised that should full occupancy be reached and expenses remain at 2014 levels, there will likely be differences between forecasted and actual expenses and revenue. Differences may also occur based on field changes in the ultimate construction of the units. These differences may be material. In sum, actual expenses may vary as a result of such differences.

REVENUES

1. Maintenance Assessments- The association will be receiving revenue from its members in the form of annual assessments, which will be collected on a monthly basis. All maintenance assessments are based on the forecast of revenues, expenses and allocations to the deferred maintenance and replacement funds at full occupancy of 12 residential units.

The sponsor alone will allocate expenses per unit based on the following:

Expense Type	Residential Units (12)
General and Administrative, excluding Insurance	Pro-Rata based upon 12 Units
Insurance	Pro-Rata based upon 12 Units
Water and Sewer	Pro-Rata based upon 12 Units
All Other Categories	Pro-Rata based upon 12 Units

* Maintenance assessments are defined below.

2. Other Fees- The Association, at the time of closing, may collect other fees including but not limited to working capital contributions or other fees. These amounts are not reflected in the financial forecast.

AME CHURCH Maintenance Assessment

Maint Esti = \$ 63,800

<u>Unit Number</u>	<u>Type</u>	<u>SF</u>	<u>%</u>	<u>Annual Fee</u>	<u>Mo. Fee</u>
First Floor					
101	2 BD DUPLEX	1515	9.81%	\$ 6,261	\$ 522
102	2 BD DUPLEX	1612	10.44%	\$ 6,662	\$ 555
103	2 BD DUPLEX	1441	9.33%	\$ 5,955	\$ 496
104	2 BD DUPLEX	1441	9.33%	\$ 5,955	\$ 496
105	2 BD DUPLEX	1612	10.44%	\$ 6,662	\$ 555
106	2 BD DUPLEX	1507	9.76%	\$ 6,228	\$ 519
Second Floor					
201	1 BD DUPLEX	772	5.00%	\$ 3,190	\$ 266
202	1 BD DUPLEX	1226	7.94%	\$ 5,067	\$ 422
203	1 BD DUPLEX	1156	7.49%	\$ 4,777	\$ 398
204	1 BD DUPLEX	1166	7.55%	\$ 4,819	\$ 402
205	1 BD DUPLEX	1226	7.94%	\$ 5,067	\$ 422
206	1 BD DUPLEX	764	4.95%	\$ 3,157	\$ 263
TOTAL		15438	100.00%	\$ 63,800	\$ 5,317

SECTION H – FISCAL PLAN

Annual Gross Revenue Computation

Projected Sales Price & Projected Annual Service Charge ("ASC")

Unit Type	Average Sq. Ft.	Average Price	Annual Mortgage Payment.	Average Annual Maintenance Fee	Percentage of gross revenue	Average Estimated ASC Per Unit/PS	Units	Total Estimated ASC For Type of Unit/Space
Emerging One Bedroom	770	\$230,000	\$14,473*	\$ 3,202	10%	\$1,767	2	\$3,534
Emerging One Bedroom	1,200	\$275,000	\$17,305**	\$4,989	10%	\$2,229	4	\$8,916
Emerging Two Bedroom	1,500	\$ 325,000	\$ 20,452***	\$6240	10%	\$2,669	6	\$16,014

ASC Grand Total = \$28,464

* Annual mortgage payment computed with a presumed \$218,500 principal, a 30 year term at 5.25% per annum interest equaling a monthly payment of \$1206.08 for 12 months.

** Annual mortgage payment computed with a presumed \$261,250 principal, a 30 year term at 5.25% per annum interest equaling a monthly payment of \$1,442.08 for 12 months.

*** Annual mortgage payment computed with a presumed \$ 308,750 principal, a 30 year term at 5.25% per annum interest equaling a monthly payment of \$1,704.33 for 12 months.

DATE: August 29, 2014

TO: Diana Jeffrey (for Distribution to City Council)

FROM: Al Cameron Fiscal Officer, Tax Collector's Office

SUBJECT: TWENTY – YEAR TAX ABATEMENT APPLICATION: CAPAJC # 4 Urban Renewal, LLC - Block 20005 Lot 25.01 (Formerly Lots 4 & 25)

CC: M. Cosgrove, E. Borja, E. Toloza, J. Monahan, G. Corrado, D. Donnelly, R. Byrne

INTRODUCTION:

The applicant, CAPAJC #4 Urban Renewal, LLC., has applied for a Twenty (20) Year tax abatement under N.J.S.A. 40A:20-1 et seq. The Entity proposes to renovate and convert an existing church and adjacent one story building to a for sale market rate residential condominium. The application fee of \$9,500 was paid.

LOCATION OF THE PROPERTY:

The property to be known as 326 Pacific Avenue consists of Block 20005 Lot 25.01, formerly Lots 4 and 25. It is between Lafayette Street and Communipaw Avenue fronting on both Pacific Avenue and Whiton Street. The property is in the Morris Canal Redevelopment Plan Area.

PROPERTY TO BE CONSTRUCTED:

The project will be a five (5) story Condominium building consisting of twelve (12) residential condominium units, with nine (9) parking spaces. The proposed mix of condominium units and prices are listed in the in the attached Revenue to the City Schedule.

CONSTRUCTION COST:

The estimated construction cost certified by Dennis M. Devino, the Applicant's architect, is \$3,441,203

CONSTRUCTION SCHEDULE:

The applicant estimates beginning construction in 2014. Completion is expected within twelve (12) months of the start date.

ESTIMATED JOBS CREATED:

The applicant estimates that there will be approximately twenty-five (25) jobs during construction.

CURRENT REAL ESTATE TAXES: The existing assessment of \$271,000 provided by the Tax Assessor for the property including existing improvements produces tax revenue of \$20,149 at the current estimated tax rate of \$74.35. As of August 27, 2014 there are unpaid taxes of approximately \$40,000.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:

There will be Twelve (12) market rate residential units @ 1,500 per unit plus \$1.50 per approximately 3,100 square feet of parking = \$22,650.

REVENUE TO THE CITY:

The applicant proposes to pay 10% of Annual Gross Revenue for the initial six (6) years. Based upon the projected sales prices of the condominium units the annual service charge would be approximately \$34,187 for the total project at sellout. Beginning in year seven the applicant will pay the greater of 10% of AGR, or the Adjusted AGR.

The Adjusted AGR is based upon a phase in of actual taxes. Using the current tax rate of \$74.35 the plus an annual increase of 2% in the tax rate we project that the Adjusted Annual Gross Revenue does not reach an amount greater than ten percent (10%) of Annual Gross revenue until the beginning of year ten (10). Year ten (10) is the final year of the exemption.

In addition the project will pay two percent (2%) of the annual service charge amounting to \$342 to the City as an administration fee and will also pay five percent (5%) to the County of \$1,709. (See attached Revenue Schedule by Unit below)

Please note there is a schedule in Section F. of the application labeled AME CHURCH TAX ABATATEMENT CALCULATION. The column labeled City Portion ASC is incorrect. Please disregard that column. The applicant declined to correct or remove it.

REVENUE SCHEDULE: CAPAJC UNIT # 4 - St. JOHN'S AMC CHURCH

Unit	Bed			20 -YR			ACS	Admin.	City	County
#	Rooms	SF	Sales Price	Mtg. Pmt	Maint.	Total	10%	1%	Total	5%
1	2	1,515	\$325,000	\$25,747	\$6,261	\$32,008	\$3,201	\$32	\$3,233	\$160
2	2	1,612	\$325,000	\$25,747	\$6,662	\$32,409	\$3,241	\$32	\$3,273	\$162
3	2	1,441	\$325,000	\$25,747	\$5,955	\$31,702	\$3,170	\$32	\$3,202	\$159
4	2	1,441	\$325,000	\$25,747	\$5,955	\$31,702	\$3,170	\$32	\$3,202	\$159
5	2	1,612	\$325,000	\$25,747	\$6,662	\$32,409	\$3,241	\$32	\$3,273	\$162
6	2	1,507	\$325,000	\$25,747	\$6,228	\$31,975	\$3,198	\$32	\$3,229	\$160
7	1	772	\$230,000	\$18,221	\$3,190	\$21,411	\$2,141	\$21	\$2,163	\$107
8	1	1,226	\$275,000	\$21,786	\$5,067	\$26,853	\$2,685	\$27	\$2,712	\$134
9	1	1,156	\$275,000	\$21,786	\$4,777	\$26,563	\$2,656	\$27	\$2,683	\$133
10	1	1,166	\$275,000	\$21,786	\$4,819	\$26,605	\$2,661	\$27	\$2,687	\$133
11	1	1,226	\$275,000	\$21,786	\$5,067	\$26,853	\$2,685	\$27	\$2,712	\$134
12	1	764	\$230,000	\$18,221	\$3,157	\$21,378	\$2,138	\$21	\$2,159	\$107
	Totals	15,438	\$3,510,000	\$278,068	\$63,800	\$341,868	\$34,187	\$342	\$34,529	\$1,709

TIER 3 - FINANCIAL AGREEMENT (20 YEAR)
Rev. 9-02-14
Long Term Tax Exemption
N.J.S.A. 40A:20-1, et seq.

Re: 326 Pacific Avenue
Block 20005, Lot 4 & 25
Morris Canal Redevelopment Plan

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made the ___ day of ___, 2014, by and between **COMMUNITY ASSET PRESERVATION ALLIANCE OF JERSEY CITY #4 URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 108 Church Street, New Brunswick, NJ 08901 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Contract Purchaser pursuant to a purchase and sales agreement dated May 1, 2013, of certain property designated as Block 20005, Lots 4 & 25, more commonly known by the street address of 326 Pacific Avenue, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, this property is located within the boundaries of the Morris Canal Redevelopment Plan Area; and

WHEREAS, the Entity plans to conduct a gut renovation, rehabilitation, and adaptive reuse of an existing house of worship (otherwise known as St. John's AME Church), in order to convert the structure to a construct a three (3) story building with twelve (12) emerging market residential condominium units and approximately 3,100 square feet of parking for nine (9) parking spaces; [Project]; and

WHEREAS, the property is currently owned by a church that lost its tax exempt status and subsequently was unable to pay the property taxes which accrued, necessitating the City to impose a tax lien which has been purchased by a third party, who paid the City in full for the delinquent taxes; and

WHEREAS, the Entity has a contract to purchase the property from the church, and the third party lien will hereinafter be satisfied at the closing of the sale of the property to the Entity, which shall take place within ninety (90) days of the date of adoption of the herein Ordinance; and

WHEREAS, on July 8, 2014, the Project received site plan approval from the Planning Board; and

WHEREAS, on August 27, 2014, the Entity filed an Application with the City for a long term tax exemption for the Project; and

WHEREAS, by the adoption of Ordinance _____ on _____, 2014, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

WHEREAS, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$20,233 whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$34,187;
2. as required by ordinance 13-088, the Entity shall pay the City the sum of \$7,550 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$15,100 as an affordable housing contribution as required by the ordinance;
3. it is expected that the Project will create approximately 25 new construction jobs. The project will not create any new permanent full time jobs;
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
5. the Project will further the objectives of the Morris Canal Redevelopment Plan, and will include the remediation and redevelopment of vacant

property;

6. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and
3. have a positive impact on the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2013-004, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance _____, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial

permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual Gross Revenue - Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party.

Annual Gross Revenue for Condominium - The amount equal to the annual aggregate constant payments of principal and interest, assuming a purchase money mortgage encumbering the condominium unit to have been in an original amount equal to the initial value of the unit with its appurtenant interest in the common elements as stated in the master deed, if unsold by the urban renewal entity, or, if the unit is held by a unit purchaser, from time to time, the most recent true consideration paid for a deed to the condominium unit in a bona fide arm's length sale transaction, but not less than the initial assessed valuation of the condominium unit assessed at 100% of the true value, plus the total amount of common expenses charged to the unit pursuant to the by laws of the condominium association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing on comparable properties within the municipality as of the date of the recording of the unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement; and provided further that any gain realized by the Entity on the sale of any unit in fee simple, whether or not taxable under Federal or State law, shall not be included in computing gross revenue.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each

year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the Project for a period equal to the term of this Agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean Community Asset Preservation Alliance of Jersey City #4 Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which

the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 02-003, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance _____, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the greater of: (a) the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$20,233; or (b) the sum of \$34,187 per year, which sum is equal to the estimated Annual Service Charge will be due 12 months following Substantial Completion of the Project [Minimum Annual Service Charge for condominium is based on initial assessed value].

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the

straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be excluded from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project Cost, then the Entity agrees that final Total Project Cost shall not be

less than its estimated Total Project Cost.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 20005, Lots 4 & 25, more commonly known by the street address 326 Pacific Avenue, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

Entity represents that it will conduct a gut renovation, rehabilitation, and adaptive reuse of an existing house of worship (otherwise known as St. John's AME Church), in order to convert the structure to a construct a three (3) story building with twelve (12) emerging market residential condominium units and approximately 3,100 square feet of parking for nine (9) parking spaces; all of which is specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

Section 2.5 Ownership, Management and Control

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment

Agreement.

Section 2.6 Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.7 Good Faith Estimate of Initial Rents [or Sales Prices]

The Entity represents that its good faith projections of the initial [sale prices or rents] and other revenue to the Project are set forth in Exhibit 7.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 25 years from the date of the adoption of Ordinance _____ on _____, 20____, which approved the tax exemption or 20 years from the original date of Substantial Completion of the Project or _____ 20____. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 10% of the Annual Gross Revenue. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due 12 months following Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

Section 4.2 Staged Adjustments

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 10% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1st day of the 7th year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 10th year following the Substantial Completion until the last day of the 14th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 15th year following Substantial Completion until the last day of the 18th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

v. Final Stage: Beginning on the 1st day of the 19th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

Section 4.3 Land Tax

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

Section 4.4 Quarterly Installments / Interest

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

Section 4.5 Administrative Fee

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as one (1%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

Section 4.6 Affordable Housing Contribution and Remedies

A. **Contribution.** The Entity will pay the City the sum of \$22,650 or [\$1,500 per unit @12 units and \$1.50 per square foot of commercial/parking space @ 3,100 square feet as a

contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

Section 4.7 Material Conditions

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project Employment and Contracting Agreement

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

Section 6.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the

preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

Section 6.3 Construction Permits

The estimated cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

Section 7.2 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the

Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

Section 7.3 Inspection/Audit

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of

the preceding year's Gross Revenue.

Section 8.2 Annual Payment of Excess Net Profit

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval of Sale

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit

worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

Section 9.2 Transfer Application Fee

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

ARTICLE X - COMPLIANCE

Section 10.1 Operation

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

Section 10.2 Disclosure of Lobbyist Representative

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

ARTICLE XI - DEFAULT

Section 11.1 Default

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable

notice, cure or grace period.

Section 11.2 Cure Upon Default

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

Section 11.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable

Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

Section 12.2 Voluntary Termination by the Entity

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1st of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1st of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay

under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1st as a condition precedent of the voluntary termination.

Section 12.3 Final Accounting

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 12.4 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

ARTICLE XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

Section 13.2 Appeal of Assessment

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the

conventional assessment to determine the value of land and improvements.

ARTICLE XIV - WAIVER

Section 14.1 Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

Section 16.2 Sent by City

When sent by the City to the Entity the notice shall be addressed to:

CAPA #4 Urban Renewal, LLC
c/o Community Asset Preservation Alliance #2 of Jersey City
108 Church Street
New Brunswick, NJ 08901
Attn: Wayne Meyer, President

And

Cherami Law Firm, LLC
236A Newark Avenue
Jersey City, NJ 07302
Attn: Nicholas J. Cherami, Esq.

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

Section 16.3 Sent by Entity

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk
City Hall
280 Grove Street
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated

by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

Section 18.2 Conflicts

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

Section 18.3 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

Section 18.4 Entire Document

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 18.5 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the City.

ARTICLE XIX - EXHIBITS

Section 19 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial [Rents or Sales Prices];
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Purchase and Sales Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESS:

**COMMUNITY ASSET PRESERVATION ALLIANCE
OF JERSEY CITY #4 URBAN RENEWAL, LLC**

WAYNE MEYER, PRESIDENT

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR**

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made as of the __day of __, 2014, between the **CITY OF JERSEY CITY** [City] having its principal office at 280 Grove Street, Jersey City, NJ 07302, and **COMMUNITY ASSET PRESERVATION ALLIANCE OF JERSEY CITY #4 URBAN RENEWAL, LLC**, [Recipient], having its principal office at 108 Church Street, New Brunswick, NJ 08901.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.

10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.

21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

IV. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____, approving the tax exemption and terminate the earlier of 25 years from the date of the adoption of that Ordinance or 20 years from the date of Substantial Completion of the Project.

V. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

VI. Good Faith Defined. Construction Jobs:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any

construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. Good Faith Defined. Permanent Jobs:

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

- A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:
 - i) whether subcontractors will be used in the hiring process.
 - ii) the specific types of jobs that need to be filled.
 - iii) the qualifications needed for these particular jobs.
 - iv) possible training programs offered by the permanent employer.
 - v) the Recipient's goals and how it plans to meet these goals.
 - vi) any other issues which need to be addressed.

- B. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.
- C. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this

report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. Good Faith Defined. Business Contracts

- A. Good Faith shall mean compliance with all of the following conditions:

- i) Solicitation of Businesses:

- a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
- b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
- c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
 - f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
 - g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
 - h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
 - i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
 - j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.
- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Good Faith Defined. Commercial Tenants at the Project Site

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have 7 days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration

of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to Five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to Three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

CAPA #4 Urban Renewal, LLC
c/o Community Asset Preservation Alliance #2 of Jersey City
108 Church Street
New Brunswick, NJ 08901
Attn: Wayne Meyer, President

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Department of Administration
Division of Economic Opportunity
Project Employment & Contracting Monitor
280 Grove Street
Jersey City, New Jersey 07302
Att: Division Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue—2nd Floor
Jersey City, NJ 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

**COMMUNITY ASSET PRESERVATION
ALLIANCE OF JERSEY CITY #4
URBAN RENEWAL, LLC**

Secretary

Wayne Meyer, President

City Clerk File No. Ord. 14.112

Agenda No. 3.3 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.112

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 12704, LOT 28.01, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 532 JERSEY AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a new multiple dwelling with commercial space in a six (6) story building with a penthouse level on the Property, which will contain approximately seventy-six (76) residential rental units; approximately 11,011 square feet of ground floor retail/commercial rental space; and a below grade parking garage with thirty-five (35) parking spaces on the Property, is permitted for a period of five (5) years; and

WHEREAS, Jersey Avenue MM, LLC [Entity], is the owner of Property designated as Block 12704, Lot 28.01, on the City's Tax Map and more commonly known by the street address of 532-536 Jersey Avenue and 168-172 Christopher Columbus Drive, Jersey City, NJ; and

WHEREAS, the Entity now plans to construct a multiple dwelling in a new six (6) story building on the Property, which will contain approximately seventy-six (76) residential rental units; approximately 11,011 square feet of ground floor retail /commercial rental space; and a below grade parking garage with thirty-five (35) parking spaces equaling 5,752 square feet, on the Property; and

WHEREAS, construction will be substantially complete within approximately twenty-four (24) months from the adoption of this ordinance, unless otherwise extended by the City under its sole discretion; and

WHEREAS, on March 11, 2014, the Entity filed an application for a five (5) year tax exemption to construct a new mixed use Project, a copy of which application is attached hereto; and

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 12704, LOT 28.01, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 532 JERSEY AVENUE

WHEREAS, Jersey Avenue MM, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently generating a tax of \$63,207) a tax payment for the new improvements on the property, as follows:

- (a) 2014: the tax year in which the structure will be completed. \$0 taxes;
- (b) 2015: the second tax year, 20% of actual full taxes, estimated to be \$64,541;
- (c) 2016: the third tax year, 40% of actual full taxes, estimated to be \$129,081;
- (d) 2017: the fourth tax year, 60% of actual full taxes, estimated to be \$193,622; and
- (e) 2018: the fifth tax year, 80% of actual full taxes, estimated to be \$258,162;

WHEREAS, the Tax Assessor has determined that this new construction will generate an additional tax payment of \$63,207 for land and \$322,703 for improvements, for a total land and improvement tax of \$385,910 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated as the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the multiple dwelling with retail/commercial Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$385,910; and

WHEREAS, Jersey Avenue MM, LLC, has agreed to pay the sum of \$139,145 which includes \$1,500 per unit and \$1.50 per square foot of commercial retail space and parking space to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code. This payment is nonrefundable and nontransferrable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new mixed use six (6) story building with a penthouse level which will contain approximately seventy-six (76) residential rental units; approximately 11,011 square feet of ground floor retail /commercial rental space; and a below grade parking garage with thirty-five (35) parking spaces equaling 5,752 square feet, on the Property, located in Block 12704, Lot 28.01, and more commonly known by the street address of 532-536 Jersey Avenue and 168-172 Christopher Columbus Drive, Jersey City, N.J., is hereby approved.

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 12704, LOT 28.01, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 532 JERSEY AVENUE

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
 - (ii) Year 2: the second tax year, 20% of actual full taxes, estimated to be \$64,541;
 - (iii) Year 3: the third tax year, 40% of actual full taxes, estimated to be \$129,081;
 - (iv) Year 4: the fourth tax year, 60% of actual full taxes, estimated to be \$193,622; and
 - (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$258,162.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated as the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the tax exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, and receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1,500 per unit and \$1.50 per square foot of commercial retail space and parking space, for a total of \$139,145. This contribution shall be paid in intervals set forth in Section 304-28 of the Municipal Code and according to the tax exemption agreement. This payment is nonrefundable and nontransferrable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term.

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 12704, LOT 28.01, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 532 JERSEY AVENUE

3. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
 4. This Ordinance will sunset and the Tax Exemption will terminate unless the Project is Substantially Complete (i.e., when a certificate of occupancy is issued) within twenty-four (24) months of the date of adoption of the within Ordinance.
 5. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary. The applicant shall execute the tax exemption agreement within the later of ninety (90) days of receipt of the tax exemption agreement from the City or ninety (90) days of the date of adoption of the herein Ordinance. Unless otherwise extended by the City, failure to comply shall result in the Ordinance being repealed and the tax exemption rescinded.
 6. The actual date of execution of the tax exemption agreement shall not affect, alter or amend the Entity's obligation to make payments according to the intervals set forth in Section 304-28 of the Municipal Code and the tax exemption agreement. Should the Entity fail to make timely payments, interest shall begin to accrue at the rate set forth in the tax exemption agreement.
 7. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner provided by law.
 - D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

DJ/he
9/02/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 12704, LOT 28.01, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 532 JERSEY AVENUE

Initiator

Department/Division	Law Department	Law Department
Name/Title	Joanne Monahan	Asst. Corporation Counsel
Phone/email	(201) 547-4230	joanne@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Jersey Avenue MM, LLC [Entity], is the owner of Property designated as Block 12704, Lot 28.01, on the City's Tax Map and more commonly known by the street address of 532-536 Jersey Avenue and 168-172 Christopher Columbus Drive, Jersey City, NJ. The Entity plans to construct a multiple dwelling in a new six (6) story building on the Property, which will contain approximately seventy-six (76) residential rental units; approximately 11,011 square feet of ground floor retail /commercial rental space; and a below grade parking garage with thirty-five (35) parking spaces equaling 5,752 square feet, on the Property.

The Entity has applied for a five (5) year tax exemption for the Project.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

EXHIBIT E

JERSEY AVENUE MM, LLC

Disclosure Statement

NAME OF ENTITY:

Jersey Avenue MM, LLC

NAME OF PROJECT:

532 Jersey Avenue
532-536 Jersey Avenue and
168-172 Christopher Columbus Drive
Block 12704, Lots 20, 21 and 28.01
(formerly Lots 28 and 29)
Jersey City, New Jersey

PRINCIPAL OFFICE:

532 Jersey Avenue
Jersey City, New Jersey 07302

NAME OF REGISTERED AGENT:

ADDRESS:

I CERTIFY THAT THE FOLLOWING LIST REPRESENTS THE NAMES OF ALL MEMBERS OWNING A 10% OR GREATER INTEREST IN THE ABOVE ENTITY (IF ONE OR MORE OF THE BELOW NAMED IS ITSELF AN ENTITY, THE NAMES OF ANY ENTITY OWNING A 10% OR GREATER INTEREST THEREIN IS ALSO IDENTIFIED)

NAME	ADDRESS	PERCENT OWNED
Milton Fantin	3125 Route 10 East, Suite 2B Denville, New Jersey 07834	67%
Martinho Fantin	3125 Route 10 East, Suite 2B Denville, New Jersey 07834	33%

I FURTHER CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

WITNESSED:

JERSEY AVENUE MM, LLC

By:

Name:

Milton Fantin

By:

Name: Milton Fantin, Managing Member

FISCAL IMPACT COST PROJECTION (MARKET RATE RENTAL UNITS) - 5 YEAR

Block: 12704 Lot 28.01 Loc: 532 JERSEY AVE. JERSEY AVE IMM

Market Rate Rental Units with Retail & Parking		Demographic Multipliers (Transit Oriented Development)*		Total		Annual Expenditures		Total	
Planned Development	Number of Units	Household	Students	Residents	Students	Per Capita Municipal	Per Pupil School District	Municipal	School District
Studio	23	1,000	0.000	23.00	0.00	\$1,126.42	\$3,445.00	\$25,907.60	\$0.00
1 - Bedroom	42	1,421	0.050	59.68	2.10	\$1,126.42	\$3,445.00	\$67,226.85	\$7,234.50
2 - Bedroom	5	2,012	0.120	10.06	0.60	\$1,126.42	\$3,445.00	\$11,331.76	\$2,067.00
TOTAL	70			92.74	2.70			\$104,466.21	\$9,301.50
									\$113,767.71

1. Total Municipal Ratables	\$5,916,171,471	4. Fiscal Year 2013 Budget	\$500,097,007	6. Population of Jersey City (2010 Census)	247,597	9. Increase in Services Incurred Per Development	\$ 113,767.71
2. Residential Ratables Commercial Ratables	\$3,299,371,882 \$1,439,637,425			7. Per Capita Municipal Cost	\$1,126.42	10. Anticipated Taxes (@ 74.66)	
3. Residential Ratables as a Percentage of Total Ratables	55.77%	5. Residential Portion	\$278,897,596	8. Annual Expenditures Per Student	\$3,445.00		
						11. Implied (Cost) / Surplus	

1st Year \$	(50,560.55)
2nd Year \$	13,980.03
3rd Year \$	78,520.61
4th Year \$	143,061.20
5th Year \$	207,601.78

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs.

EXHIBIT B
JERSEY AVENUE MM, LLC
FISCAL PLAN
and
ESTIMATED TAX COMPUTATION FOR YEAR 2014
(See Attached)

JERSEY AVENUE MM, LLC
FISCAL PLAN
ESTIMATED TAX COMPUTATION FOR YEAR 2014 (OR YEAR OF COMPLETION)

Equalization Ratio:		31.24%
Tax rate (per thousand):	2013	\$74.66

Current Assessment:	
Land:	\$ 846,600
Improvement:	\$ -
Total:	\$ 846,600

<u>Potential Income:</u>	#		Total:	Per unit per month:
Studios	23		\$ 400,200	\$ 1,450
Studios with lofts	6		\$ 180,000	\$ 2,500
1 Bedroom	42		\$ 1,108,800	\$ 2,200
2 Bedroom	5		\$ 180,000	\$ 3,000
Commercial Income	1	11,011 sf x \$30/sf	\$ 330,330	\$ 27,528
<u>Total Gross Income:</u>			<u>\$ 2,199,330</u>	

Less: Vacancy and Collection Loss	5%	\$ 109,967
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<u>Effective Gross Income:</u>	<u>\$ 2,089,364</u>
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<u>Operating Expenses:</u>	
Property Management	\$ 154,400
Repairs & Maintenance	\$ 45,000
Fire Alarm Monitoring	\$ 11,600
Telephone	\$ 3,500
Insurance	\$ 72,000
Sprinkler Maintenance	\$ 8,200
Electric & Gas (Common)	\$ 45,000
Water & Sewer	\$ 54,280
Supplies	\$ 24,000
Accounting/Legal/Admin	\$ 21,000
Licenses/Permits	\$ 6,000
Postage & Delivery	\$ 1,000
Elevator Maintenance	\$ 8,200
Exterminating	\$ 7,600
Contingency/Miscellaneous Expense	\$ 15,000

<u>Total Operating Expenses:</u>	<u>\$ 476,780</u>
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Projected Net Operating Income:	<u>\$ 1,612,584</u>
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Cap Rate:	10.0%	0.1
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<u>Projected Market Value:</u>	<u>\$16,125,835</u>
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Assessment:	\$ 5,037,711
Ratio:	0.3124

Estimated Annual Real Estate Taxes:	\$ 376,115
Tax rate:	0.07466

Less: Taxes Attributable to the Land	<u>\$ 63,207</u>
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Taxes attributable to Improvements:	<u>\$ 312,908</u>
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CURRENT ESTIMATED TAX PAYMENTS FOR FIVE YEAR TERM OF EXEMPTION
Based on 2013 Tax Rate and 2014 Equalization Ratio

Year	1	2	3	4	5	Total
Projected Tax Rate	\$ 74.66	\$ 74.66	\$ 74.66	\$ 74.66	\$ 74.66	
Total Tax	\$376,115	\$ 376,115	\$ 376,115	\$ 376,115	\$ 376,115	\$1,880,577
Land Tax	\$ 63,207	\$ 63,207	\$ 63,207	\$ 63,207	\$ 63,207	\$ 316,036
Tax on Improvements	\$312,908	\$ 312,908	\$ 312,908	\$ 312,908	\$ 312,908	\$1,564,542
Statutory Phase In	0%	20%	40%	60%	80%	
Improvement Tax	\$ -	\$ 62,582	\$ 125,163	\$ 187,745	\$ 250,327	\$ 625,817
Exempted Tax	\$312,908	\$ 250,327	\$ 187,745	\$ 125,163	\$ 62,582	\$ 938,725
Total Taxes Payable	\$ 63,207	\$ 125,789	\$ 188,370	\$ 250,952	\$ 313,534	\$ 941,852

In lieu tax schedule pursuant to a five year phase in percentages on the new improvement on the above application:

1. In the first full year after completion, land tax only, no payment in lieu of taxes. \$ -
2. In the second full year, an amount not less than twenty percent (20%) of the actual taxes otherwise due, currently estimated at: \$ 62,582
3. In the second full year, an amount not less than forty percent (40%) of the actual taxes otherwise due, currently estimated at: \$ 125,163
4. In the second full year, an amount not less than sixty percent (60%) of the actual taxes otherwise due, currently estimated at: \$ 187,745
5. In the second full year, an amount not less than eighty percent (80%) of the actual taxes otherwise due, currently estimated at: \$ 250,327

At the expiration of the abatement, the Project's new improvements would generate an estimated annual tax of: \$ 312,908

And a total tax revenue (with the land tax) of : \$ 376,115

EXHIBIT C

JERSEY AVENUE MM, LLC

Estimated Cost of Project Construction

The Estimated Cost per N.J.S.A. 40A:21-3(j) is as follows:

"Cost" per Definition:*

Direct Labor & Materials (includes Contractor's Fees)	\$ 11,898,000
Architectural	\$ 150,000
Engineering	\$ 160,000
Estimated Cost:	<u>\$ 12,208,000</u>

*Pursuant to N.J.S.A. 40A:21-3(j), estimated "cost" does not include land costs, soft costs (other than architectural and engineering costs), and financing costs. This estimated "cost" differs from the total project cost calculation required under the Long Term Tax Exemption Law, pursuant to N.J.S.A. 40A:20-3(h).

EXHIBIT C-1

JERSEY AVENUE MM, LLC

Certification of Estimated Construction Costs

On this 11 day of MARCH 2014, the undersigned being the architect for the Project to be developed by Jersey Avenue MM, LLC does hereby certify to the best of my knowledge and belief that Exhibit C accurately reflects the estimated actual construction costs of the Project proposed on Block 12704, Lots 20, 21 and 28.01 (formerly Lots 28 and 29), more commonly referred to as 532 Jersey Avenue, Jersey City, New Jersey.

Witnessed:

By: 

By: 

Name: Robert Waldron

Title: Architect

**JERSEY AVENUE MM, LLC
BLOCK 12704 Lot 28.01
532 Jersey Avenue**

Block	Lot		Existing Assessments	New Assessments	Phase -In Assessment
12704	28.01	Land	846600	846600	0
		Bldg	0	4322300	4322300
		Total	846600	5168900	4322300

**In-Lieu of Full Property Tax Payments An Amount
Equal To A Percentage Of Taxes Otherwise Due,
According To The Following Schedule:
(NJSA 40A:21-10)**

Stages	Year	Phase-In Rate	Description	Land	Bldg (Phased-In)	Total
1	2015	0	Land Only	63,207.16	-	63,207.16
2	2016	20%	Land & Bldg	63,207.16	64,540.58	127,747.74
3	2017	40%	Land & Bldg.	63,207.16	129,081.17	192,288.32
4	2016	60%	Land & Building	63,207.16	193,621.75	256,828.91
5	2017	80%	Land & Building	63,207.16	258,162.33	321,369.49
		100%	Land & Building	63,207.16	322,702.92	385,910.08

Ed Toloza
City Assessor
6/27/2014

DATE: September 2, 2014

TO: Diana Jeffery (For distribution to City Council and City Clerk)

FROM: Al Cameron Tax Collector's Office

SUBJECT: FIVE-YEAR TAX ABATEMENT: JERSEY AVENUE MM, LLC., 532 - 536
JERSEY AVENUE & 168-172 CHRISTOPHER COLUMBUS DRIVE
Block 12704 Lot 28.01

CC: M. Cosgrove, E. Borja, J. Monahan, D. Donnelly, E. Toloza, G. Corrado

INTRODUCTION:

The applicant, Jersey Avenue, LLC, is applying for a five (5) Year tax abatement under N.J.S.A. 40 A: 21-1 et seq. The property consists of a vacant lot. All previous buildings have been demolished. A fee of \$13,500 was paid with the application.

LOCATION OF THE PROPERTY:

The property is located at the corner of Jersey Avenue between Newark Avenue and Christopher Columbus Drive with a portion of the property on Christopher Columbus between Jersey Avenue and Barrow Street. The property will be known as 532 Jersey Avenue. It consists of Block 12704, Lot 20.01. It was formerly lots 20, 21, 28 & 29.

PROPERTY TO BE CONSTRUCTED:

The proposed project is a mixed-use six (6) story rental building with seventy-six (76) residential units and approximately 11,011 square feet of ground floor retail/commercial space. There will be a below grade parking garage with thirty-five (35) parking spaces.

ESTIMATED TOTAL CONSTRUCTION COST:

The cost of construction is estimated at \$11,898,000. The estimated cost of Construction is certified by Robert Waldron, the applicant's architect.

CONSTRUCTION SCHEDULE:

Construction will begin as soon as all approvals are in place and will be completed in approximately twenty-four (24) months. The applicant certifies that construction has not and will not begin prior to the execution of a financial

agreement with the City of Jersey City.

ESTIMATED JOBS CREATED:

The applicant estimates that there will be one hundred (100) jobs created during Construction. After construction, fifteen (15) permanent full-time real estate management and service jobs are anticipated. An additional thirty retail and commercial positions will also be generated. The applicant will execute a Project Employment and Contracting Agreement.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTIONS:

The applicant proposes an AHTF contribution of \$139,144.50.

Residential Units	76	\$114,000.00
Rate	\$1,500	
Commercial Sq Ft	11,011	\$16,516.50
Rate	\$1.50	
Garage Sq Ft	5,752.0	\$8,628.00
Rate	\$1.50	
		<u>\$139,144.50</u>

CURRENT REAL ESTATE TAXES:

The current assessment is \$846,600. At the current tax rate of \$74.66 per thousand (1,000), the annual tax is \$63,207. The applicant states that that all taxes due have been paid.

PROPOSED ABATEMENT:

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay land tax in each and every year of the abatement and has proposed a phase in of the assessment on improvements. In year one (1) the applicant proposes no taxes on improvements. In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements. The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in

year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).
PROPOSED REVENUE TO THE CITY:

The phase in of taxes on improvements is shown in attached schedule prepared by the Tax Assessor:

The total taxes projected for the five-year term of the abatement are \$961,441. The total taxes exempted for the term of the abatement are \$968,109. The assessment prepared by the Tax Assessor is based upon revenue estimates provided by the applicant. See attached Schedule prepared by the Tax Assessor.

The table below assumes a two percent (2%) annual increase in the tax rate during the period:

Jersey Avenue MM, LLC							Five Year
Year	1	2	3	4	5	Full Tax	Totals
Current Tax Rate*	74.66	76.15	77.68	79.23	80.81	82.43	
Total Tax	385,910.07	393,628.28	401,500.84	409,530.86	417,721.47	426,075.90	2,008,291.52
Land tax	63,207.16	64,471.30	65,760.73	67,075.94	68,417.46	69,785.81	328,932.58
Tax on Improvements	322,702.92	329,156.98	335,740.12	342,454.92	349,304.02	356,290.10	1,679,358.95
Phase in %	0%	20%	40%	60%	80%	100%	
Phase in Tax	0.00	65,831.40	134,296.05	205,472.95	279,443.21	356,290.10	685,043.61
Exempted Tax	322,702.92	263,325.58	201,444.07	136,981.97	69,860.80	0.00	994,315.34
Total Tax Payable	63,207.16	130,302.69	200,056.77	272,548.89	347,860.67	426,075.90	1,013,976.18

*Assumes 2% Annual Tax Rate Increase

Assessments

Land \$846,600
Improvements \$4,322,300

Total \$5,168,900

TIER ONE (5 YEAR)
9-02-14
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this ____ day of _____, 2014, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **JERSEY AVENUE MM, LLC** [Applicant /Owner], whose principal place of business is 3125 Route 10 East, Suite 2B, Denville, NJ 07834.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinance 07-146; and

WHEREAS, the Applicant is owner of certain property located at 532-536 Jersey Avenue and 168-172 Christopher Columbus Drive, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 12704, Lot 28.01 on the Tax Assessor's Map, more commonly known by the street address of 532 Jersey Avenue and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about March 11, 2014, the Applicant applied for a five year tax exemption to construct a multiple dwelling with commercial space in a new six (6) story building with a penthouse level on the Property, which will contain approximately seventy-six (76) residential rental units; approximately 11,011 square feet of ground floor retail /commercial space; and a below grade parking garage with thirty-five (35) parking spaces equaling approximately 5,752 square feet [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, construction is expected to complete within approximately twenty-four (24) months from the adoption of this ordinance, unless otherwise extended by the City under its sole discretion; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance ____ on ____.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants

hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a multiple dwelling with commercial space in a new six (6) story building on the Property, which will contain approximately seventy-six (76) residential rental units; approximately 11,011 square feet of ground floor retail/commercial space; and a below grade parking garage with thirty-five (35) parking spaces equaling approximately 5,752 square feet [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance___ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements, if any, which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$64,541;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$129,081;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$193,622; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$258,162.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of **\$13,500** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$139,145 [\$1,500 per unit and \$1.50 per square foot of retail/commercial space and parking space] as a contribution. This payment is nonrefundable and nontransferrable and shall be forfeited should either party terminate the tax exemption prior to the end of the herein term. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

ARTICLE XII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant:

Jersey Avenue MM, LLC
3125 Route 10 East - Suite 2B
Denville, New Jersey 07834

ARTICLE XIII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

WITNESS:

JERSEY AVENUE MM, LLC

BY: _____, Member

ATTEST:

CITY OF JERSEY CITY

BY: Robert J. Kakoleski
Business Administrator

Robert Byrne
City Clerk

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made as of the __day of __, 2014, between the **CITY OF JERSEY CITY** [City] having its principal office at 280 Grove Street, Jersey City, NJ 07302, and **JERSEY AVENUE MM, LLC**, [Recipient], having its principal office at 3125 Route 10 East, Suite 2B, Denville, NJ 07834.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.

10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.

21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

IV. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

V. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

VI. Good Faith Defined. Construction Jobs:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any

construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. Good Faith Defined. Permanent Jobs:

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed.

- B. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.
- C. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this

report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. Good Faith Defined. Business Contracts

- A. Good Faith shall mean compliance with all of the following conditions:
 - i) Solicitation of Businesses:
 - a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
 - b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
 - c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
 - d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
 - f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
 - g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
 - h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
 - i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
 - j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.
- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Good Faith Defined. Commercial Tenants at the Project Site

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have 7 days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration

of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to Five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to Three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Jersey Avenue MM, LLC
3125 Route 10 East - Suite 2B
Denville, NJ 07834
Att:

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Department of Administration
Division of Economic Opportunity
Project Employment & Contracting Monitor
280 Grove Street
Jersey City, New Jersey 07302
Att: Division Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue—2nd Floor
Jersey City, NJ 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

JERSEY AVENUE MM, LLC

Secretary

President

City Clerk File No. Ord. 14.113

Agenda No. 3.K 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.113

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE THE RESERVED PARKING SPACE AT 25 CARLTON AVENUE; 13 IRVING STREET; 118 MANHATTAN AVENUE; 19 McDOUGALL STREET; 29 1/2 SHERMAN PLACE; 133 THORNE STREET; 331 YORK STREET AND 4 WILKINSON AVENUE AND REPEALING THE RESERVED PARKING SPACE AT 113 COLDEN STREET; 121 MANHATTAN AVENUE AND 55 WEGMAN PARKWAY

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29 Disabled Parking Manual

Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

Jorge Rosario
Amaranth Cline
Mohamed Talaat
Sylvia Colon
Lois DiPaolo
Diane Giorgio
Ann Rosario
Edna Williams

25 Carlton Av
13 Irving St
[121] 118 Manhattan Av
19 McDougall St [113 Colden St]
29 1/2 Sherman Pl
131-133 Thorne St
331 York St
4 Wilkinson Av [55 Wegman Pkway]

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: The new material to be inserted is underscored; the material to be repealed is in [brackets].

JDS:pel
(09.03.14)

APPROVED: _____
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE THE RESERVED PARKING SPACE AT 25 CARLTON AVENUE; 13 IRVING STREET; 118 MANHATTAN AVENUE; 19 McDOUGALL STREET; 29 ½ SHERMAN PLACE; 133 THORNE STREET; 331 YORK STREET AND 4 WILKINSON AVENUE AND REPEALING THE RESERVED PARKING SPACE AT 113 COLDEN STREET; 121 MANHATTAN AVENUE AND 55 WEGMAN PARKWAY

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza on behalf of Councilwoman Joyce Watterman, Chairwoman, Municipal Council Committee for Disabled Parking	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

All applications have been reviewed and approved by the Members of the Municipal Council Committee for Disabled Parking.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

City Clerk File No. Ord. 14.114

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.114

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC)
ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY
CODE AMENDING SECTION 332-24 (NO PARKING CERTAIN HOURS)
DESIGNATING BOTH SIDES OF NEWARK AVENUE FROM ERIE STREET TO
GROVE STREET, 3:00 P.M. TO MID-NIGHT, MONDAY THROUGH THURSDAY
AND 3:00 P.M. FRIDAY THROUGH MID-NIGHT SUNDAY AS NO PARKING

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-24

PARKING PROHIBITED CERTAIN HOURS

No person shall park a vehicle between the hours specified upon any of the streets or parts thereof listed below.

Name of Street	Side	Days of Week	Hours	Limits
Newark Av	Both	M – F	4:00 pm to 6:00 pm	Kennedy Blvd to Summit Av
	North	All Days	7:00 am to 9:00 am 4:00 pm to 6:00 pm	105 ft east of Summit Av 400 ft east
	Both	<u>M – Th</u>	<u>3:00 pm to</u> <u>Mid-Night</u>	<u>Erie St to Grove St</u>
		<u>F</u>	<u>3:00 pm to</u>	
		<u>Sun</u>	<u>Mid-Night</u>	

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material to be inserted is new and underscored.

JDS:pc1
(08.20.14)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24 (NO PARKING CERTAIN HOURS) DESIGNATING BOTH SIDES OF NEWARK AVENUE FROM ERIE STREET TO GROVE STREET, 3:00 P.M. TO MID-NIGHT, MONDAY THROUGH THURSDAY AND 3:00 P.M. FRIDAY THROUGH MID-NIGHT SUNDAY AS NO PARKING

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

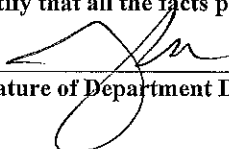
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

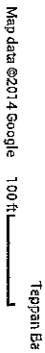
DESIGNATING BOTH SIDES OF NEWARK AVENUE FROM ERIE STREET TO GROVE STREET, 3:00 P.M. TO MID-NIGHT, MONDAY THROUGH THURSDAY AND 3:00 P.M. FRIDAY THROUGH MID-NIGHT SUNDAY AS NO PARKING

Motorists will be prohibited from parking their vehicles during the hours that Newark Avenue, Erie Street to Grove Street, is authorized to be closed for the Pedestrian Plaza.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/2/14
Date



City Clerk File No. Ord. 14.115

Agenda No. 3.M 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.115

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-5 (ONE-WAY STREETS) OF THE JERSEY CITY CODE REPEALING BAY STREET AS A ONE WAY EAST FROM NEWARK AVENUE TO ERIE STREET AND DESIGNATING BAY STREET AS A ONE WAY WEST FROM ERIE STREET TO NEWARK AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) of the Jersey City Code is hereby supplemented as follows:

Section 332-5

ONE-WAY STREETS

The streets or parts of streets listed below are hereby designated as one way streets in the direction indicated.

Name of Street	Direction	Limits
Bay St	West	Greene St to Warren St
	West	Marin Blvd to [<i>Erie St</i>] <u>Newark Av</u>
	[<i>East</i>]	<u>Newark Av to Erie St</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material to be inserted is underscored; the material to be repealed is in [*brackets*].

JDS:pcj
(08.20.14)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-5 (ONE-WAY STREETS) OF THE JERSEY CITY CODE REPEALING BAY STREET AS A ONE WAY EAST FROM NEWARK AVENUE TO ERIE STREET AND DESIGNATING BAY STREET AS A ONE WAY WEST FROM ERIE STREET TO NEWARK AVENUE

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza on behalf of Robert Kakoleski, Business Administrator	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

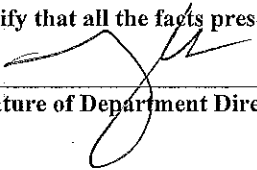
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

REPEALING BAY STREET AS A ONE WAY EAST FROM NEWARK AVENUE TO ERIE STREET AND DESIGNATING BAY STREET AS A ONE WAY WEST FROM ERIE STREET TO NEWARK AVENUE

Restoring Bay Street to a "one way west" is a public safety issue. Bay Street, traveling westerly, is a major route for motorists traveling from the Waterfront to the NJ Turnpike.

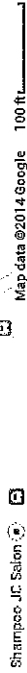
I certify that all the facts presented herein are accurate.



Signature of Department Director

9/2/14

Date



Q:- Designate one way west

City Clerk File No. Res. 14.116
Agenda No. 3.N 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.116

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY CODE REPEALING THE INTERSECTIONS OF BARROW ST AND YORK ST; COLES ST AND SEVENTH ST; EIGHTH ST AND BRUNSWICK ST; EIGHTH ST AND MONMOUTH ST; FIRST ST AND ERIE ST; JERSEY AV AND EIGHTH ST; JERSEY AV AND NINTH ST; MONMOUTH ST AND SEVENTH ST; MORGAN ST AND WARREN ST; MORRIS ST AND WASHINGTON ST; NINTH ST AND BRUSWICK ST; PAVONIA AV AND BRUNSWICK ST; SECOND ST AND BRUNSWICK ST; SUSSEX ST AND WASHINGTON ST; TENTH ST AND JERSEY AV; W HAMILTON PL AND NINTH ST AND YORK ST AND JERSEY AV AS A STOP INTERSECTION; DESIGNATING THE INTERSECTION OF ERIE ST AND PAVONIA AV AS A STOP INTERSECTION AND DESIGNATING THE INTERSECTIONS OF BARROW ST AND YORK ST; BRUNSWICK ST AND SECOND ST; BRUNSWICK ST AND EIGHTH ST; BRUNSWICK ST AND NINTH ST; BRUNSWICK ST AND PAVONIA AV; COLES ST AND SEVENTH ST; DIVISION ST AND EIGHTH ST; EIGHTH ST AND MONMOUTH ST; EIGHTH ST AND JERSEY AV; EIGHTH ST AND McWILLIAMS PL; ERIE ST AND FIRST ST; JERSEY AV AND YORK ST; JERSEY AV AND NINTH ST; JERSEY AV AND TENTH ST; MONMOUTH ST AND SEVENTH ST; MORGAN ST AND WARREN ST; MORRIS ST AND WASHINGTON ST; NINTH ST AND WEST HAMILTON PL; SUSSEX ST AND WASHINGTON ST; AS A MULTI-WAY STOP INTERSECTION

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) of the Jersey City Code is hereby supplemented as follows:

Section 332-9 Stop Intersections

The intersections listed below are hereby designated as a stop intersection. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<i>[Barrow St</i>	<i>North</i>	<i>York St</i>
<i>Coles St</i>	<i>South</i>	<i>Seventh St</i>
<i>Eighth St</i>	<i>West</i>	<i>Brunswick St</i>

Continued.....
JDS:pcl
(8.08.14)

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<i>Eighth St</i>	<i>West</i>	<i>Monmouth St</i>
<i>First St</i>	<i>East</i>	<i>Erie St</i>
<i>Jersey Av</i>	<i>North</i>	<i>Eight St</i>
<i>Jersey Av</i>	<i>South</i>	<i>Ninth St</i>
<i>Monmouth St</i>	<i>North</i>	<i>Seventh St</i>
<i>Morgan St</i>	<i>East and West</i>	<i>Warren St</i>
<i>Morris St</i>	<i>East</i>	<i>Washington St</i>
<i>Ninth St</i>	<i>East</i>	<i>Brunswick St</i>
<i>Pavonia Av</i>	<i>West</i>	<i>Brunswick St</i>
<i>Second St</i>	<i>West</i>	<i>Brunswick St</i>
<i>Sussex St</i>	<i>West</i>	<i>Washington St</i>
<i>Tenth St</i>	<i>East and West</i>	<i>Jersey Av</i>
<i>West Hamilton Pl</i>	<i>North</i>	<i>Ninth St</i>
<i>York St</i>	<i>East</i>	<i>Jersey Av]</i>
<u>Erie St</u>	<u>North</u>	<u>Pavonia Av</u>
<u>Barrow St</u>	<u>North</u>	<u>York St – Multi</u>
<u>Brunswick St</u>	<u>South</u>	<u>Second St - Multi</u>
<u>Brunswick St</u>	<u>South</u>	<u>Eighth St – Multi</u>
<u>Brunswick St</u>	<u>South</u>	<u>Pavonia Av - Multi</u>
<u>Brunswick St</u>	<u>South</u>	<u>Ninth St - Multi</u>
<u>Coles St</u>	<u>South</u>	<u>Seventh St – Multi</u>
<u>Division St</u>	<u>North and South</u>	<u>Eighth St - Multi</u>
<u>Eighth St</u>	<u>West</u>	<u>Division St - Multi</u>
<u>Eighth St</u>	<u>West</u>	<u>Brunswick St - Multi</u>
<u>Eighth St</u>	<u>West</u>	<u>Monmouth St - Multi</u>
<u>Eighth St</u>	<u>West</u>	<u>Jersey Av - Multi</u>
<u>Eighth St</u>	<u>West</u>	<u>McWilliams – Multi</u>
<u>Erie St</u>	<u>North</u>	<u>First St - Multi</u>
<u>First St</u>	<u>East</u>	<u>Erie St - Multi</u>
<u>Jersey Av</u>	<u>North and South</u>	<u>York St - Multi</u>
<u>Jersey Av</u>	<u>North</u>	<u>Eight St - Multi</u>
<u>Jersey Av</u>	<u>South</u>	<u>Ninth St - Multi</u>
<u>Jersey Av</u>	<u>North and South</u>	<u>Tenth St - Multi</u>
<u>McWilliams Av</u>	<u>South</u>	<u>Eighth St - Multi</u>
<u>Monmouth St</u>	<u>North</u>	<u>Seventh St - Multi</u>
<u>Monmouth St</u>	<u>North</u>	<u>Eighth St - Multi</u>
<u>Morgan St</u>	<u>East and West</u>	<u>Warren St - Multi</u>
<u>Morris St</u>	<u>East</u>	<u>Washington St - Multi</u>
<u>Ninth St</u>	<u>East</u>	<u>Brunswick St - Multi</u>
<u>Ninth St</u>	<u>East</u>	<u>Jersey Av – Multi</u>
<u>Ninth St</u>	<u>East</u>	<u>West Hamilton Pl - Multi</u>
<u>Pavonia Av</u>	<u>West</u>	<u>Brunswick St - Multi</u>
<u>Second St</u>	<u>West</u>	<u>Brunswick St - Multi</u>
<u>Seventh St</u>	<u>East</u>	<u>Coles St – Multi</u>
<u>Seventh St</u>	<u>East</u>	<u>Monmouth St - Multi</u>
<u>Sussex St</u>	<u>West</u>	<u>Washington St - Multi</u>
<u>Tenth St</u>	<u>East and West</u>	<u>Jersey Av – Multi</u>
<u>Warren St</u>	<u>North and South</u>	<u>Morgan St - Multi</u>
<u>Washington St</u>	<u>North and South</u>	<u>Morris St – Multi</u>
<u>Washington St</u>	<u>North and South</u>	<u>Sussex St - Multi</u>
<u>West Hamilton Pl</u>	<u>North</u>	<u>Ninth St - Multi</u>
<u>York St</u>	<u>East</u>	<u>Jersey Av – Multi</u>
<u>York St</u>	<u>East</u>	<u>Barrow St – Multi</u>

Continued.....

JDS:pcl
(8.08.14)

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

4. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

NOTE: All material to be repealed is in [brackets]; the new material to be inserted is underscored.

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY CODE REPEALING THE INTERSECTIONS OF BARROW ST AND YORK ST; COLES ST AND SEVENTH ST; EIGHTH ST AND BRUNSWICK ST; EIGHTH ST AND MONMOUTH ST; FIRST ST AND ERIE ST; JERSEY AV AND EIGHTH ST; JERSEY AV AND NINTH ST; MONMOUTH ST AND SEVENTH ST; MORGAN ST AND WARREN ST; MORRIS ST AND WASHINGTON ST; NINTH ST AND BRUSWICK ST; PAVONIA AV AND BRUNSWICK ST; SECOND ST AND BRUNSWICK ST; SUSSEX ST AND WASHINGTON ST; TENTH ST AND JERSEY AV; W HAMILTON PL AND NINTH ST AND YORK ST AND JERSEY AV AS A STOP INTERSECTION; DESIGNATING THE INTERSECTION OF ERIE ST AND PAVONIA AV AS A STOP INTERSECTION AND DESIGNATING THE INTERSECTIONS OF BARROW ST AND YORK ST; BRUNSWICK ST AND SECOND ST; BRUNSWICK ST AND EIGHTH ST; BRUNSWICK ST AND NINTH ST; BRUNSWICK ST AND PAVONIA AV; COLES ST AND SEVENTH ST; DIVISION ST AND EIGHTH ST; EIGHTH ST AND MONMOUTH ST; EIGHTH ST AND JERSEY AV; EIGHTH ST AND McWILLIAMS PL; ERIE ST AND FIRST ST; JERSEY AV AND YORK ST; JERSEY AV AND NINTH ST; JERSEY AV AND TENTH ST; MONMOUTH ST AND SEVENTH ST; MORGAN ST AND WARREN ST; MORRIS ST AND WASHINGTON ST; NINTH ST AND WEST HAMILTON PL; SUSSEX ST AND WASHINGTON ST; AS A MULTI-WAY STOP INTERSECTION.

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Councilwoman Osborne and Mayor Fulop	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

REPEALING THE INTERSECTIONS OF BARROW ST AND YORK ST; COLES ST AND SEVENTH ST; EIGHTH ST AND BRUNSWICK ST; EIGHTH ST AND MONMOUTH ST; FIRST ST AND ERIE ST; JERSEY AV AND EIGHTH ST; JERSEY AV AND NINTH ST; MONMOUTH ST AND SEVENTH ST; MORGAN ST AND WARREN ST; MORRIS ST AND WASHINGTON ST; NINTH ST AND BRUSWICK ST; PAVONIA AV AND BRUNSWICK ST; SECOND ST AND BRUNSWICK ST; SUSSEX ST AND WASHINGTON ST; TENTH ST AND JERSEY AV; W HAMILTON PL AND NINTH ST AND YORK ST AND JERSEY AV AS A STOP INTERSECTION.

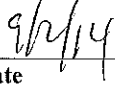
DESIGNATING THE INTERSECTION OF ERIE ST AND PAVONIA AV AS A STOP INTERSECTION.

DESIGNATING THE INTERSECTIONS OF BARROW ST AND YORK ST; BRUNSWICK ST AND SECOND ST; BRUNSWICK ST AND EIGHTH ST; BRUNSWICK ST AND NINTH ST; BRUNSWICK ST AND PAVONIA AV; COLES ST AND SEVENTH ST; DIVISION ST AND EIGHTH ST; EIGHTH ST AND MONMOUTH ST; EIGHTH ST AND JERSEY AV; EIGHTH ST AND McWILLIAMS PL; ERIE ST AND FIRST ST; JERSEY AV AND YORK ST; JERSEY AV AND NINTH ST; JERSEY AV AND TENTH ST; MONMOUTH ST AND SEVENTH ST; MORGAN ST AND WARREN ST; MORRIS ST AND WASHINGTON ST; NINTH ST AND WEST HAMILTON PL; SUSSEX ST AND WASHINGTON ST; AS A MULTI-WAY STOP INTERSECTION

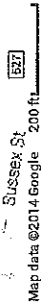
The "stop" signs have already been installed at the multi-way stop intersections.

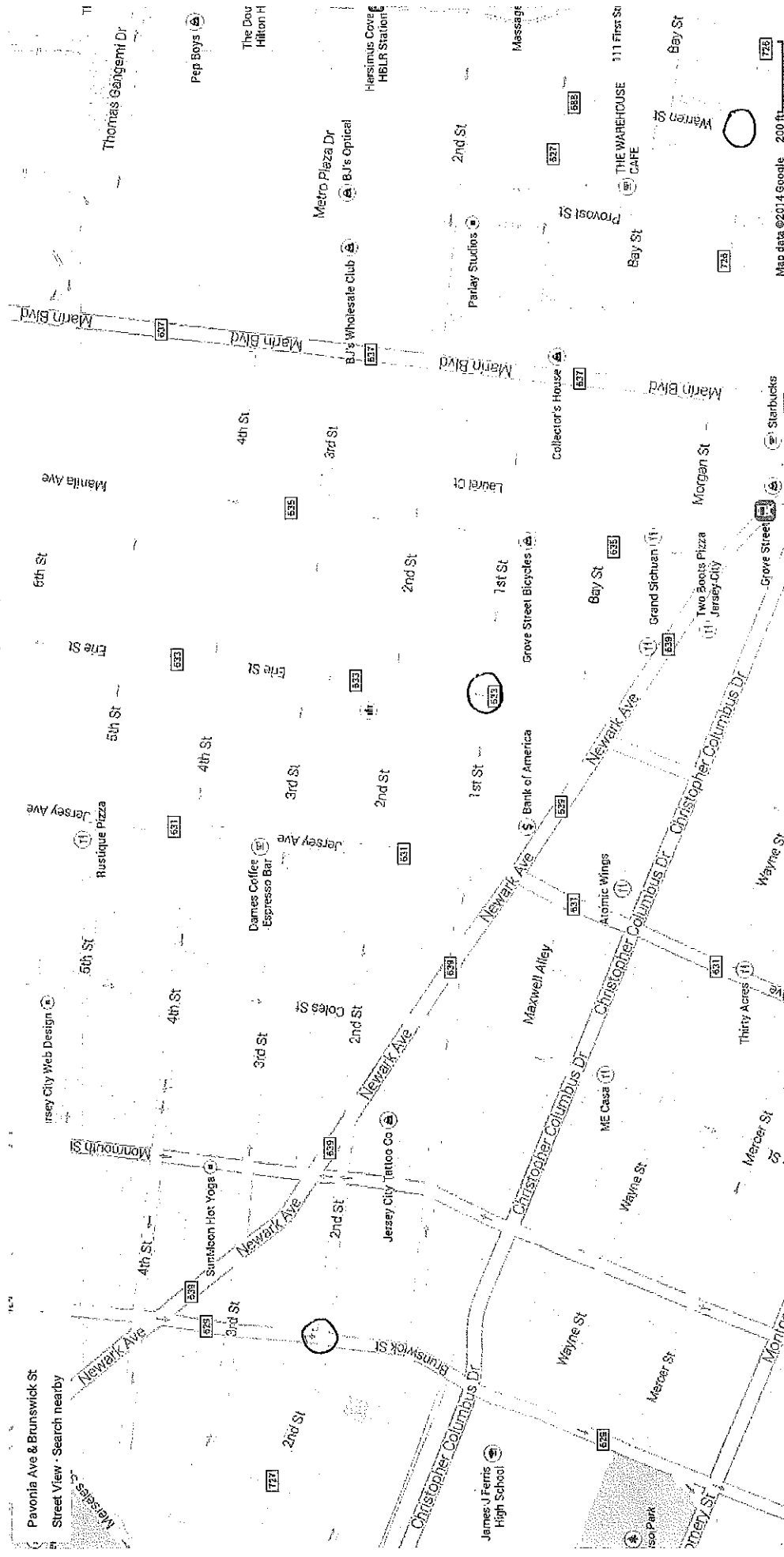
I certify that all the facts presented herein are accurate.

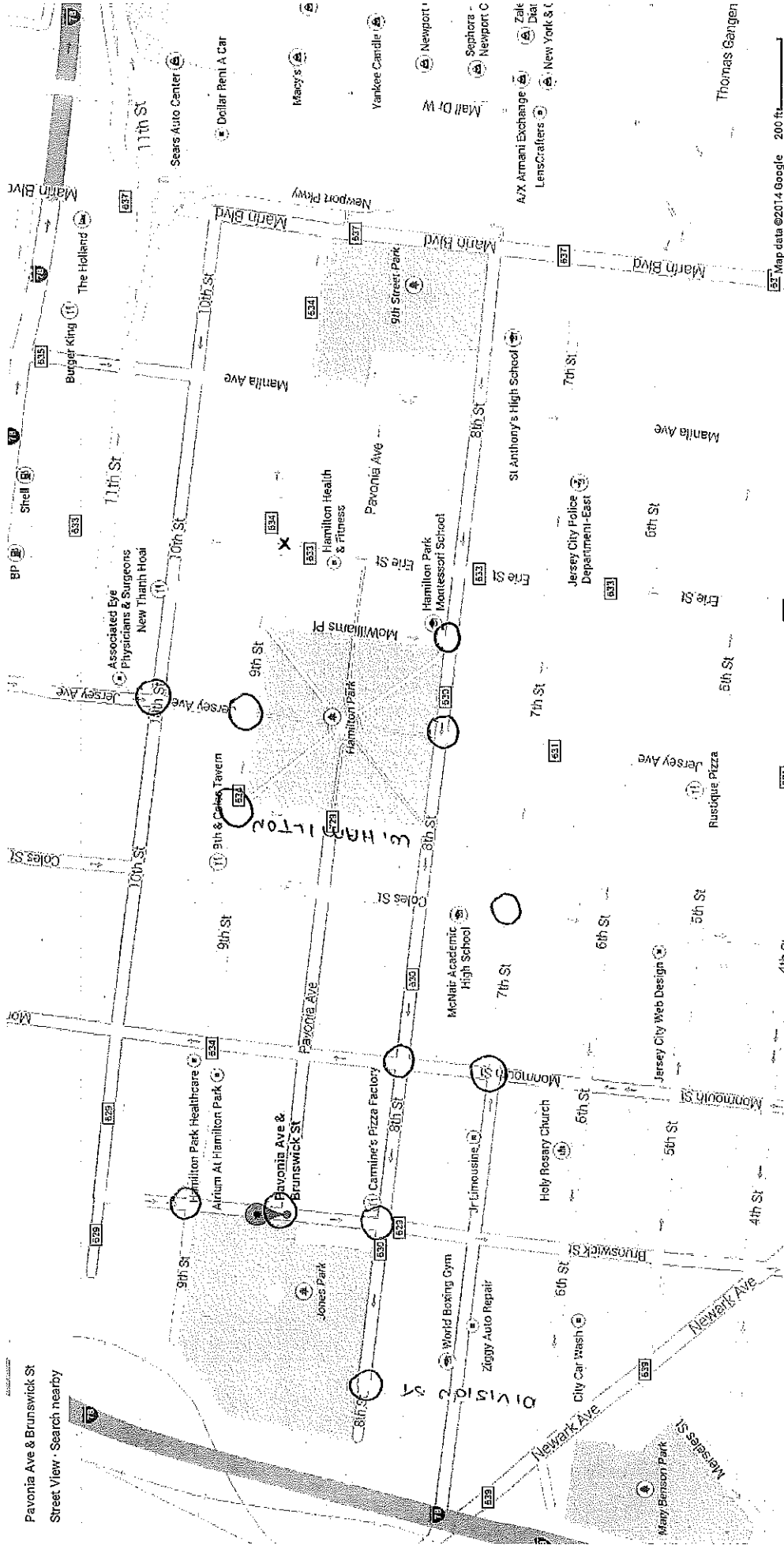

Signature of Department Director


Date









City Clerk File No. Ord. 14.117
Agenda No. 3.0 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.117

TITLE: ORDINANCE AMENDING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT), ARTICLE XI (DEPARTMENT OF PUBLIC SAFETY), SUB-ARTICLE II (DIVISION OF FIRE AND EMERGENCY SERVICES); ARTICLE XVII (FIRE SAFETY MANAGER); AND CHAPTER 160 (FEES) OF THE JERSEY CITY MUNICIPAL CODE

COUNCIL offered and moved adoption of the following Ordinance:

- A. The following amendments to Chapter 3 (Administration of Government), Article XI (Department of Public Safety), Sub-Article II (Division of Fire and Emergency Services) are hereby adopted:

ADMINISTRATION OF GOVERNMENT
ARTICLE XI
Department of Public Safety
SUB-ARTICLE II
Division of Fire and Emergency Services

§3-88. Creation of the Division of Fire and Emergency Services

There shall be a Division of Fire and Emergency Services, the head of which shall be the Fire Chief. Within the Division of Fire and Emergency Services, there shall be the Bureaus of Fire Operations and Fire Prevention.

- A. The Bureau of Fire Operations shall perform the following functions:
- (1) Through (11) No Change.
- B. Bureau of Fire Prevention shall perform the following functions:

The Uniform Fire Safety Act, N.J.S.A. 52:27D-192 et seq. The Bureau of Fire Prevention shall conduct periodic inspections of Life Hazard Use Occupancies required by the Uniform Fire Code on behalf of the Commissioner of the New Jersey Department of Community Affairs.

- (1) There shall be a Fire Prevention Bureau within the Department of Public Safety, the head of which shall be designated as the Fire Official. The Fire Prevention Bureau shall be the local enforcing agency for the Uniform Fire Safety Act, N.J.S.A. 52:27D-192 et seq., as authorized by the Act.
- (2) The Fire Prevention Bureau shall conduct periodic inspections of Life Hazard Use Occupancies required by the Uniform Fire Code on behalf of the Commissioner of the New Jersey Department of Community Affairs.
- (3) Local Enforcement - pursuant to Section 1 of the Uniform Fire Safety Act (P.L. 1983 c. 383), the New Jersey Uniform Fire Code (N.J.A.C. 5:70-1 et seq.), shall be locally enforced in the City of Jersey City.

- (4) Agency Designation - the local enforcing agency shall be the Jersey City Division of Fire and Emergency Services through its Fire Prevention Bureau. Fire Prevention Bureau shall hereinafter be known as the local enforcing agency.
- (5) Duties - the local enforcing agency shall:
 - (a) enforce the Uniform Fire Code in all buildings, structures, and premises within the established boundaries of the City of Jersey City, other than one and two unit owner-occupied dwellings used exclusively for dwelling purposes and buildings, structures, and premises owned or operated by Federal Government, Interstate Agencies or the State;
 - (b) faithfully comply with all the pertinent requirements of the Uniform Fire Safety Act and the Uniform Fire Code.
- (6) Organization - the Fire Prevention Bureau shall:
 - (a) be under the direct supervision and control of a Fire Official, who shall report to the Director of Public Safety;
 - (b) have paid Fire Inspectors.
- (7) Appointment, Qualifications, Term of Office, Removal of the Fire Official, Inspectors and/or Legal Counsel:
 - (a) Fire Official shall be certified by the State, and appointed by the governing body from a list submitted by the Director of Public Safety;
 - (b) Inspectors and other employees of the enforcing agency shall be appointed by the governing body upon recommendation of the Fire Official. All life hazard use Inspectors shall be certified by the State and shall comply with all pertinent Civil Service regulations;
 - (c) Legal Counsel - the governing body shall specifically appoint legal counsel to assist the agency in enforcing the Uniform Fire Code;
 - (d) Removal of office - the Fire Official shall be subject to removal by the governing body for just cause. Before removal from office, the Fire Official shall be afforded an opportunity to be heard by the governing body or a hearing officer designated by the same.
- (8) Life Hazard Uses - the Fire Prevention Bureau shall carry out the periodic inspections of life hazard uses required by the Uniform Fire Code on behalf of the Commissioner of the New Jersey Department of Community Affairs.
- (9) Arson Investigation - there is hereby established within the Department of Public Safety an Arson Investigation Unit. Under the supervision of the Fire Official, the Arson Investigation Unit shall conduct investigations of arson, suspicious fires, undetermined fires, and explosions within the City of Jersey City.
 - (a) Before any member of the Department of Public Safety may be assigned to the Arson Investigation Unit, he/she shall have successfully completed a course of training approved by the Police Training commission and an arson investigation training course approved by the New Jersey Department of Public Safety;
 - (b) Members of the Arson Investigation Unit shall have the same powers and authority as police officers within the City of Jersey City while engaged in the actual performance of investigation duties, specifically including the right to

carry firearms pursuant to regulations promulgated by the Director of Public Safety of the City of Jersey City.

§3-88.1. Fire Prevention Code.

Adopt and enforce the State of New Jersey Uniform Fire Code.

§3-88.2. Non-Life Hazard Use Registration.

All premises not classified as "life hazard uses" pursuant to the Uniform Fire Code (with the exception of owner-occupied detached Use Group R-3 structures, used exclusively for dwelling purposes) shall be classified as "Non-Life Hazard Uses". Non-Life Hazard Uses shall be registered and have an annual registration fee with the Jersey City Fire Prevention Bureau, which will conduct annual periodic inspections. The registration process will provide accountability for all types of businesses and stored contents as well as create a safer environment for the public and will facilitate pre-fire planning by the Jersey City Division of Fire and Emergency Services. Non-Life Hazard Use registration forms are available at the office of the Fire Official located at Memorial Fire Headquarters. All registration applications shall be recorded with the Fire Prevention Bureau and be paid annually. If a business is found operating without a registration or permit, an order to cease operation will be issued and enforced with penalties imposed in accordance with N.J.A.C. 5:70-2.12, N.J.A.C. 5:70-2.12A, and N.J.A.C. 5:70-2.13. Outstanding penalties or fees shall be collected through the Jersey City Municipal Court with issuance of Court Summons appearance.

§3-88.3. Commercial/Industrial Registration Fees.

All commercial/industrial locations not registered as Life Hazard Use under the State of New Jersey Uniform Fire Code, shall be registered as a Non-Life Hazard Use with the Fire Prevention Bureau, and shall be inspected on an annual basis. The annual fee for this service will be \$50.00 and shall be paid by the business owner.

Description	Annual Fee
Commercial/Industrial	\$50.00

§3-88.4. Fee Chart.

Residential Multiple Dwelling: All Multiple Dwellings not registered as a Life Hazard use under the State of New Jersey Uniform Code, shall be registered as a Non-Life Hazard Use with the Fire Prevention Division and shall be inspected on an annual basis. The annual fee for this service will be as listed in the chart below and shall be paid by property owner.

Number of Residential Units	Annual Fee
1-10 Units	\$135.00
11-20 Units	\$225.00
21-30 Units	\$325.00
31-40 Units	\$425.00
41 Units and above	\$525.00

Exceptions: 1 (one) or 2 (two) family homes - owner occupied.

§3-88.5. Non-Life Hazard Use Inspections.

Non-Life Hazard Use Inspections will be conducted by line company officer during the course of their tour of duty.

§3-88.6. Permits and Fees.

- A. Type 1A Permit - \$25.00;
Type 1 - \$ 125.00
Type 2 - \$ 250.00
Type 3 - \$ 375.00
Type 4 - \$ 500.00
Type 5 - \$1500.00
- B. Certificate of Smoke Detector and Carbon Monoxide Alarm Compliance (CSDCMAC) -
(N.J.A.C. 5:70-2.3) Fee: \$75.00.
- C. Property Search Fee: \$40.00.
- D. Fire Incident Report: Two (2) pages or less, \$5.00; for additional pages over two (2),
\$2.00.
- E. Fire Investigation Reports: Two (2) pages or less, \$5.00; for additional pages over two
(2), \$2.00.
- F. Fire Code Status Inspection: \$150.00.
- G. Apparatus Stand-By, Per Hour Per Piece of Apparatus: \$500.00; includes fire apparatus
utilized for fireworks, helicopter operations (minimum two apparatus), standpipe flow
tests or any other operation deemed necessary by the Fire Official that requires Fire
Division monitoring. It shall be the discretion of the Fire Official as to the number of
apparatus required.
- H. Inspector Stand-By: Supervisor \$60.00 per hour; Inspector \$50.00 per hour.
- I. Fire Boat Stand-By: \$500.00 per hour.
- J. The use of flammable gas cylinders in food vending carts or vehicles in any amount shall
require a Type 1A permit for a \$25.00 fee.

§3-88.7. Technical Amendments. Reserved.

§3-88.8. Solicitations Restricted.

No member of the Department of Public Safety shall solicit or accept anything of value as consideration for or in connection with the discharge of his or her official duties. No such member shall solicit the sale of tickets in connection with any fund-raising campaign or request contributions directly or indirectly for the same, or solicit anything of value for the benefit of himself or herself or other members of the Division of Fire and Emergency Services, or any other group or organization, without the written permission of the Director of the Division of Fire and Emergency Services.

§3-88.9. Rules and Regulations.

- A. The 1937 Edition of the Rules, Regulations and Manual of Instructions, consisting of 412
pages, is hereby adopted, ratified and promulgated as and for rules of the Division of Fire
and Emergency Services.
- B. All the other rules, regulations and general orders promulgated since 1937 by the Director
of Public Safety and the Director of the Division of Fire and Emergency Services, and
which have been transmitted to the City Clerk, who is to keep them on file, are hereby
ratified, adopted and promulgated as the rules and regulations governing the Department
of Public Safety and the Division of Fire and Emergency Services;

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is **boldface** and
repealed matter by *italics*.

TK/he
1/28/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Ordinance Amending Chapter 3 (Administration of Government), Article XI (Department of Public Safety), Sub-article II (Division of Fire and Emergency Services); Article XVII (Fire Safety Manager); and Chapter 160 (Fees) of the Jersey City Municipal Code

Initiator

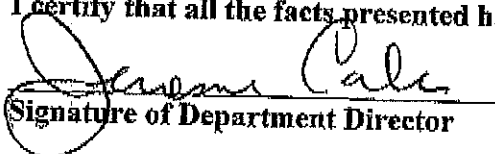
Department/Division	Public Safety - Fire	
Name/Title	Dennis Nuber, Fire Official	
Phone/email	201-547-4255	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

1. Formally adopt the NJ Fire Code as the enforcement document within the City of Jersey City.
2. Task the Bureau of Fire Prevention with the implementation and enforcement of the NJ Fire Code within the City of Jersey City.
3. Define the duties, organization and appointment parameters for the Bureau of Fire Prevention.
4. Establish fees for the non-life hazard use inspection program as required by the NJ Fire Code.
5. Establish the Arson Investigation Unit.
6. Establish fees for various services performed by the Fire Prevention Bureau.

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/25/14
Date

City Clerk File No. Ord. 14.118

Agenda No. 3.P 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.118

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE XVIII (FIRE SAFETY MANAGER) MANDATING THE USE OF A FIRE SAFETY MANAGER IN THE CITY OF JERSEY CITY FOR HIGH-RISE BUILDINGS

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, The Uniformed Fire Safety Act, N.J.S.A. 5:27D-192 et seq. establishes a system for the enforcement of minimum fire safety standards throughout the State of New Jersey; and

WHEREAS, N.J.S.A. 5:18-1.4C provides that a municipality may, by ordinance, make its fire code more restrictive than the standards contained in the Uniformed Fire Code; and

WHEREAS, the proliferation of high-rise buildings has provided a severe strain on the services of the Jersey City Fire Department; and

WHEREAS, it should be incumbent upon property owners to supply needed safety information to the Jersey City Fire Department upon their arrival; and

WHEREAS, it is in the best interest of the City of Jersey City to have the Fire Safety Manager requirements enforced by Jersey City personnel locally; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City as follows:

- A. The following amendments to Chapter 3 (Administration of Government), Article XVII (Fire Safety Manager) are hereby adopted:

ADMINISTRATION OF GOVERNMENT ARTICLE XVII Fire Safety Manager

§3-127. Application.

This ordinance shall apply to all buildings or structures more than six (6) stories above grade or more than 75 feet above the lowest level accessible to Fire Department apparatus. This includes buildings or structures of lesser height which are not accessible to Fire Department apparatus because of setbacks or restricted approaches.

§3-128. General.

- A. It is the objective of this regulation to provide training, proper education and licensing through a continuing program for all high-rise occupants and management, to assure prompt reporting of fire, to assure the immediate response to fire alarms and the immediate initiation

of fire safety procedures to safeguard life and property and contain any fire situations or other emergency situations until the arrival of the ~~[Fire Department]~~ Division of Fire and Emergency Services.

- B. It shall be the responsibility of the owner/manager or other person having charge of a high-rise building to comply with these regulations.
- C. It shall be the responsibility of the building management to provide a Fire Safety Manager to perform these duties. In a large high-rise building, the owners of the building should strive to isolate the individual chosen for the Fire Safety Manager's job from other responsibilities. In buildings where there are multiple companies, it is the responsibility of the Fire Safety Manager of the building to coordinate fire safety between the various companies.
- D. In addition to the above duties the Fire Safety Manager shall keep current with pertinent laws and advancements in the fire safety field.
- E. Any person discovering fire, heat or smoke shall immediately report such condition to the Fire Department unless he has personal knowledge that such a report has been made. No person shall make, issue, post or maintain any regulation or order, written or verbal, that would require any person to take any unnecessary delaying action prior to reporting such condition to the Fire Department.
- F. Everyone associated with high-rise structures must recognize that once the construction of the building is completed and the structure occupied, the Fire Safety Manager is the key to future fire safety. His/her talents should be directed toward the prevention of fire by necessary inspections which will definitely cut down on some of the hazards that breed fire and evacuation procedures which will effectively reduce injuries during an emergency. If an accidental fire starts, he/she will have all the defenses ready to combat it by carrying out his/her duties and provide a safe means of evacuation for all buildings occupants.
- G. In order to maintain proficiency and stay abreast of high rise safety, the Bureau of Fire Prevention shall conduct three (3) Continuing Education Instruction Seminars annually.

§3-129. Definitions.

Fire Command Station: The central control station which shall contain where applicable the public address system panel; the fire department communications panel; fire detection and alarm system annunciator panels; status indicators and control for air handling systems; and status indicators and control for air handling systems; and status indicators and a telephone for fire department use with controlled access to the public telephone system.

Fire Drill and Evacuation: The method and practice of a systematic, safe and orderly evacuation of an area or building by and of its occupants in case of fire or other emergency in the least possible time; also the use of such available fire appliances (including sounding of alarms) as may have been provided for the controlling or extinguishing of fire and safeguarding of human life.

Fire Official: A person certified by the Commissioner of the Department of Community Affairs and appointed to direct the enforcement of the Uniform Fire code of the State of New Jersey by the appointing authority in the City of Jersey City.

High-Rise Building: Any building or structure having occupied floors located more than six (6) stories above grade or more than 75 feet above the lowest level accessible to Fire Department apparatus. This includes buildings or structures of lesser height which are not accessible to Fire Department apparatus because of setbacks or restricted approaches.

Owner: A person who owns, purports to own, manages, rents, leases, or exercises control over a building, structure or premises.

Use Group "A": Includes theaters and other buildings used primarily for theatrical or operatic

performances and exhibitions, places of public assembly, amusement, entertainment or recreation, churches, grandstands, bleachers, coliseums, stadiums, tents or similar structures.

Use Group "B": Includes buildings used for the transaction of business, for the rendering of professional services, or for other services that involve stocks of goods, wares or merchandise in limited quantities for use incidental to office uses or simple purposes.

Use Group "I": Includes building housing individuals who, because of age; mental instability, physical limitations, security or other reasons, must live in a supervised environment.

Use Group "M": Includes buildings used for display and sales purposes involving stocks of goods, wares or merchandise incidental to such purposes and accessible to the public.

Use Group "R-1": Includes all hotels, motels and similar buildings arranged for shelter and sleeping accommodations and in which the occupants are primarily transient in nature, making use of the facility for a period of less than 30 days.

Use Group "R-2": Includes all multiple family dwellings having more than two dwelling units and shall also include all dormitories, rooming houses and group rentals where the occupants are living independently of each other and similar buildings arranged for shelter and sleeping accommodations in which the occupants are not transient in nature.

§3-130. Overview.

A. Fire Safety Plan.

- (1) A fire safety plan for fire drills and evacuation procedures in accordance with the requirements of the Fire Official shall be submitted to the Jersey City Fire Department and the approval of Fire Official shall be obtained. The applicable parts of the fire safety plan shall be distributed to the tenants of the building and to the building service employees. Tenant with employees shall distribute to their employees applicable parts of the fire safety plan. All occupants of the building shall participate and cooperate in carrying out the provisions of the fire safety plan. Where the owner of the building is an occupant, he/she shall comply with those provisions of the sections applicable to tenants.
- (2) The Fire Safety Plan shall include the location where tenants who evacuate the building must stage for accountability purposes.

B. Fire Safety Manager, Deputy Fire Safety Manager, and building Evacuation Supervisor.

- (1) Fire Safety Manager and Deputy Fire Safety.
 - (a) In high-rises of Use Group B, R-1 and R-2, one employee shall be designated as "Fire Safety Manager" and one or more employees as "Deputy Fire Safety Managers". Such employees shall have knowledge of a building's fire protection plan and each shall have a Certificate of fitness, in accordance with the requirements of the Fire Official and listed in this ordinance, qualifying him/her to conduct fire drills, evacuations and related activities such as organizing, training and supervising a fire brigade, and designating and training Fire Wardens and Deputy Fire Safety Manager. In the absence of a Fire Safety Manager when a Fire Safety Manager is required to be on-duty in the building, the Deputy Fire Safety Manager shall act as Fire Safety Manager.
 - (b) During normal working or business hours, there shall be on the premises at least one person on-duty in the building designated as "Fire Safety Manager" with a required Certificate of Fitness. During fire emergencies, the primary responsibility of the Fire Safety Manager shall be the supervision and staffing

of a fire command station and the direction and execution of the evacuation as provided in the fire safety plan. Such activities shall be subject to Fire Department control. Normal working or business hours shall be considered from 9:00PM to 4:00PM, Monday thru Friday, excluding holidays.

- (2) Building Evacuation Supervisor. At all other times when there are occupants in the building and there is no Fire Safety Manager on-duty in the building, there shall be at least one employee on-duty on the premises who shall be designated as "Building Evacuation Supervisor". He/she shall be capable of directing the evacuation of the occupants as provided for in the Fire Safety Plan. During fire emergencies, the primary responsibility of the Building Evacuation Supervisor shall be the staffing of a fire command station and the direction and execution of the evacuation as provided in the Fire Safety Plan. His/her training and related activities shall be under the direction of the Fire Safety Manager in accordance with the requirements of the Fire Official and the Fire Safety Plan. Such activities shall be subject to Fire Department control.
 - (3) Fire Warden and Deputy Fire Warden.
 - (a) The tenant or tenants on each floor shall, upon request of the owner or person-in-charge of the building, make responsible and dependable employees available for designation by the Fire Safety Manager as Fire Warden and deputy Fire Wardens.
 - [1] In high-rises of Use Group B and R-1, there shall be a minimum of one (1) Fire Warden and one (1) Deputy Fire Warden for each floor. In cases of multiple tenants on a floor, there shall be a Deputy Fire Warden for each tenant. In addition, any tenancy with more than 7,500 square feet of occupiable space shall have a Deputy Warden for each 7,500 square feet or part thereof.
 - [2] In high-rises of Use Group R-2, there shall be a minimum of one (1) Fire Warden and one (1) Deputy Fire Warden for each floor.
- C. Fire Brigade:
- (1) A fire brigade consisting of qualified building employees shall be selected, organized, trained and supervised by the fire Safety Manager.
 - (2) The Brigade shall be trained in the proper use of portable fire extinguishers and other manual fire suppression equipment.
- D. Fire Drills. Fire Drills shall be conducted, in accordance with the Fire Safety Plan, at least once every three months for existing buildings during the first two years after the effective date of this ordinance, or for new buildings at least once every three months during the first two years after the issuance of the certificate of occupancy. Thereafter, fire drills shall be conducted at least once every six months. The occupants of the building, other than building employees, shall not be required to leave the floor or use the exits during the drill. A written record of such drills shall be kept on the premises for a three-year period and shall be readily available for inspection by the Fire Department.
- E. The tenant or tenants of each floor, upon request of the owner or the person-in charge of the building, shall make responsible and dependable employees available for designation and training by the Fire Safety Manager as fire wardens and deputy fire wardens. Designated fire wardens and deputy fire wardens shall carry out their responsibilities as contained in the fire safety plan.
- F. In buildings where compliance would cause practical difficulty or undue hardship, the Fire Official may modify the requirements of this ordinance and accept alternatives fulfilling the

intent of these requirements consistent with public safety.

§3-131. Responsibilities.

A. The owner shall:

- (1) Be responsible for providing for fire safety and ~~the conduct of~~ conduct fire drills ~~therein~~ in accordance with these rules.
- (2) Insure for the development and updating of a written Fire Safety Plan providing for fire drills and evacuation procedures in accordance with these rules.
- (3) Designate an employee as Fire Safety Manager. This person must hold a Certificate of Fitness qualifying him/her to perform the appropriate duties of Fire Safety Manager during normal working or business hours.
- (4) Designate one or more employees as Deputy Fire Safety Manager(s). this/these individual(s) must hold a Certificate of Fitness qualifying him/her to perform the duties of the Fire Safety Manager and may perform in the capacity as Acting Fire Manager in his/her absence.
- (5) Insure that during normal working or business hours, there shall be at least one person on-duty in the building as Fire Safety Manager holding a Certificate of Fitness. He/she shall be qualified to conduct fire drills, evacuation of the evacuation as provided in the Fire Safety Plan. Such activities shall be subject to Fire Department control. Normal working or business hours shall be considered from 9:00 a.m. to 4:00p.m., Monday thru Friday, excluding holidays.
- (6) Ensure that at all other times when there is no Fire Safety Manager on-duty in the building, there shall be at least one person on-duty in the building as Building Evacuation Supervisor. He/she shall be capable of direction the evacuation of the occupants as provided for in the Fire Safety Plan. During fire emergencies, the primary responsibility of Building's Evacuation Supervisor shall be the staffing of a Fire Command Station and the direction and execution of the evacuation as provided in the Fire Safety Plan. His/her training and related activities shall be under the direction of the Fire Safety Manager in accordance with the requirements of these Rules and the Fire Safety Plan. Such activities will be subject to Fire Department Control.

B. The Fire Safety Manager shall:

- (1) Establish, monitor and update a written Fire Safety Plan providing for fire drill and evacuation procedure in accordance with these rules.
- (2) Select qualified building service employees for a Fire Brigade and organize, train and supervise such Fire Brigade (Limited to fire extinguishers).
- (3) Be responsible for the availability and state of readiness of the Fire Brigade.
- (4) Conduct fire and evacuation drills.
- (5) Be responsible for the designation of a Fire Warden for each floor and sufficient Fire Wardens for each tenancy in accordance with these rules.
- (6) Be responsible for the training and activities of the building evacuation supervisor.
- (7) Be responsible for a daily check for the availability of the fire Warden and Deputy Fire Wardens and see that up-to-date organizational charts identifying the Wardens are posted.

- (8) Notify the owner or other person having charge of the building when any designated individual is neglecting his/her responsibilities contained in the Fire Safety Plan. The owner or other person in charge of the building shall bring the matter to attention of the firm employing the individual. If the firm fails to correct the condition the Fire Department shall be notified by the owner or person in charge of the building.
- (9) In event of a fire, shall report to the Fire Command Station to:
- (a) Ensure that the Fire Department has been notified of any fire or fire alarm.
 - (b) Supervise and coordinate staffing of the Fire Command Station. It is essential that the Fire Safety Manager remain in the lobby at the Fire Command Station.
 - (c) Direct evacuation procedures as provided in the Fire Safety Plan.
 - (d) Provide reports of conditions on the fire floor to members of the Fire Department upon their arrival.
 - (e) Advise the Fire Department personnel (Incident Commander) in the operation of the Fire Command Station.
- (10) Identify any condition that will constitute a fire safety violation. Once identified the Fire Safety Manager will immediately take steps to correct the violation. If the violation or condition cannot be corrected by the Fire Safety Manager he/she is obligated to notify the Fire Prevention Bureau for Enforcement.

• The Fire Prevention Bureau
Phone Number (201) 547-4255
fireprevention@njicps.org

- (11) Fire Safety Managers shall attend one (1) continuing education seminar conducted by the Division of Fire & Emergency Services, on an annual basis. The Fee for this service will be \$100.00.
- (12) Failure to carry out the duties as enumerated in this Ordinance may result in the Revocation of a Fire Safety Managers Certification.
- (13) A Fire Safety Manager's Certification may be revoked at the discretion of the Fire Official for just cause.
- C. The Deputy Fire Safety Manager shall:
- (1) Act as Fire Safety Manager, assuming his/her duties and responsibilities in the absence of the Fire Safety Manager during normal working or business hours.
- D. The Fire Warden and Deputy Fire Wardens shall:
- (1) Be familiar with the Fire Safety Plan, the location of exits and the location and operation and operation of any available fire alarm system.
 - (2) In the event of a fire alarm:
 - (a) Ascertain location of the fire.
 - (b) Direct the evacuation of the floor in accordance with directions received and the following guidelines:

[1] If the elevators servicing his floor also service the fire floor, they shall

not be used. However, elevators may be used if there is more than one bank of elevators, and he is informed from the Fire Command Station that one bank is unaffected by the fire.

- [2] If elevators do not service the fire floor and their shafts have no openings on the fire floor, they may be used, unless otherwise directed.
- [3] Elevators staffed by trained building personnel or firemen may also be used.
- [4] In the absence of a serviceable elevator the Fire Warden shall select the safest stairway to use for evacuation on the basis of the location of the fire and any information received from the Fire Command Station. The Fire Warden shall check the environment in the stair prior to entry for evacuation. If it is affected by smoke, an alternate stair shall be selected and the Fire Command Station notified.
- [5] The Fire Warden shall keep the Fire Command Station informed of the means being employed for evacuation by the occupants of his/her floor.
- [6] The most critical areas for immediate evacuation are the fire floor and the floors immediately above. Evacuation from the other floors shall be instituted when instruction from the Fire Command Station or conditions indicates such action. Evacuation should be via uncontaminated stairs. He/she shall try to avoid stairs being used by the Fire Department. If this is not possible, he/she shall try to attract the attention of the Fire Department personnel before such personnel open the door to the fire floor.
- [7] Evacuation to two or more levels below the fire floor is generally adequate. He/she shall keep the Fire Command Station informed regarding his/her location.
- [8] Fire Wardens and their Deputies shall see that all occupants are notified of the fire, and that they proceed immediately to execute the Fire Safety Plan.
- [9] The Fire Warden on the fire floor shall, as soon as practicable, notify the Fire Command Station of the particulars.
- [10] Fire Wardens on the floor above the fire shall, after executing the Fire Safety Plan notify the Command Station of the means being used for evacuation and any other particulars.

E. The Building Evacuation Supervisor shall:

- (1) Be responsible to the Fire Safety Manager for matters relating to fire safety.
- (2) Be capable of directing the evacuation of the occupants as provided by in the Fire Safety Plan.
- (3) During fire emergencies, staff the Fire Command Station and be responsible for the direction and execution of the evacuation as provided for in the Fire Safety Plan.
- (4) Accept the mantle of the Fire Safety Manager's responsibilities when he/she is on-duty and become the key to the building's fire defense. No prudent owner of a high-rise building is going to place in charge an individual who is not capable of handling

the evacuation of a scattered maintenance crew and perhaps a tenant's nighttime working force.

- (5) The building evacuation supervisor has to know the Fire Safety Plan and the duties of the Fire Safety Manger. He/she must be able to operate under emergency conditions. The person has to be intelligent and quick witted.

F. The Fire Brigade shall:

- (1) On the receipt of an alarm for fire:
 - (a) Report to the fire floor and the floor below the fire to assist in evacuation and provide information to the Fire Command Station.
 - (b) Attempt to control the fire until arrival of the Fire Department, if the fire is small and conditions do not pose a personal threat.
 - (c) Leave one member on the floor below the fire to direct the Fire Department to the fire location and to inform them of conditions.
 - (d) On arrival of the Fire Department the fire brigade shall report to the fire Command Station for additional instructions.

§3-132. Requirements.

A. Fire Safety Plan:

- (1) The Fire Safety Plan shall include but not be limited to the requirements of these Rules.
- (2) Within ninety days after the adoption and publication of this Ordinance, the owner or other person having charge of an existing high-rise, shall submit their Fire Safety Plan to the Fire Official for approval. If such Fire Safety Plan is disapproved by the Fire Official, an amended or new Fire Safety Plan shall be resubmitted to the Fire Official within thirty (30) days after notice of such disapproval.
- (3) The owner or other person having charge of a hereafter erected high-rise building of Use Group B, R-1 and R-2, shall submit a Fire Safety Plan to the Fire Official prior to issuance of a temporary or permanent "Certificate of Occupancy". The words "CERTIFICATE OF OCCUPANCY REQUESTED" shall be printed or typed on the top page of the Fire Safety Plan. No "Certificate of Occupancy" or "Temporary Certificate of Occupancy" shall be issued by the Building Department without approval of a Fire Safety Plan by the fire Official.
- (4) The applicable parts of the approved Fire Safety Plan shall be distributed to all tenants of the building by the building management when the Fire Safety Plan has been approved by the Fire Official.
 - (a) The applicable parts of the approved Fire Safety Plan shall then be distributed by the tenants to all their employees and by the building management to all their building employees.
- (5) All occupants of the building shall participate and cooperate in carrying out the provisions of the Fire Safety plan.
- (6) The Plan shall include but not be limited to:
 - (a) Location of nearest exits and alarms.

- (b) Procedures to be followed when a smoke or fire alarm sounds.
- (c) Procedures to be followed in the event of smoke or fire.
- (7) A copy of the plan shall be readily available at all times within the building. The plan must be located at the Fire Command Center.
- (8) An evacuation plan shall be conspicuously posted on every floor for the building occupant's use.
 - (a) Exception: In Use Group R-1, the evacuation plan shall be posted on the inside of each quest room door, other than a door opening directly to the outside at grade level.
- (9) Where the owner of the building is also an occupant of the building he shall be responsible for the observance of this Ordinance and the Fire Safety Plan in the same manner as a tenant.
- (10) In the event there are changes from conditions existing at the time the Fire Safety Plan for the building was approved and the changes are such so as to require changes, an amended Fire Safety Plan shall be submitted to the Fire Official within 30 days of the changes for approvals.

B. Fire Command Station.

- (1) The Fire Command Station shall be established in the lobby of the building on the entrance floor. Such command station shall be adequately illuminated.
- (2) The Fire Command Station shall be provided with floor plans of the building, three sets of building information Placards and other pertinent information relative to the service equipment of the building.
- (3) A copy of the Fire Safety Plan shall be at the Fire Command Station.
- (4) A listing of all handicapped tenants and/or residents shall be at the Command Fire Station.
- (5) The Fire Command Center shall maintain a comprehensive log which shall include:
 - (a) The name and signature of the Fire Safety Manager or the Building Evacuation Supervisor on-duty along with the date of arrival and departure.
 - (b) A description of each incident occurring, including the date, time, location and action taken. An incident shall include, but not be limited to, fire, alarm, alarm activation, trouble signal, fire protection equipment malfunction, and any unrecorded communication pertaining to fire or life safety which is made to or from the Fire command Center.
 - (c) This log shall be readily available for Fire Department inspection.
- (6) Every 10th Floor, (i.e., the 10th floor, the 20th floor, the 30th floor, etc.) shall have a small room designated and marked "Fire Department Equipment" and shall contain four (4) lengths of 2 ½" hose and one smooth bore nozzle, one axe and one pike pool, to be utilized by the Fire Department in emergency situations and be supplied by the building owner.

C. Communications and Fire Alarm.

- (1) A means of communication and fire alarm for use during fire emergencies shall be provided and maintained by the owner or person in charge of the building.
- (2) All occupants of the building shall participate in fire drills. However, tenants of the building, other than building service employees, are not required to leave through the exits during the drill.
 - (a) A written record of such drills shall be kept on the premises for a three year period and shall be readily available for Fire Department inspection.

D. Signs.

- (1) Signs at elevator landings. A sign shall be posted and maintained in a conspicuous place on every floor at the elevator landing, indicating that in case of a fire, occupants shall use the stairs unless otherwise instructed. The sign shall contain a diagram showing the location of the stairs, except that such diagram may be omitted provided that signs containing such diagram are posted in conspicuous places on the respective floor.
- (2) Floor numbering signs. A sign shall be posted and maintained within each stair enclosure on every floor indicating the initial floor, the number of the floor and the terminus of the stairway.
- (3) Stair and elevator identification signs. Each stair and each bank of elevators shall be identified by an alphabetical letter. A sign indicating the letter of identification shall be posted and maintained at each elevator landing and on the side of the stair door from which egress is to be made.
- (4) Stair reentry signs. A sign shall be posted and maintained on each floor within each stair on the occupancy side of each stair door, where applicable, indicating whether reentry is provided into the building and the floor where such reentry is provided.

§3-133. Certificate of Fitness.

A. Capabilities. The Fire Safety Manager shall have the following capabilities:

- (1) ~~[Conducting]~~ Ability to conduct fire evacuation drills, evacuation and related duties such as organizing, training and supervising a fire brigade.
- (2) ~~[Supervising and staffing]~~ Ability to supervise and staff a fire command station for implementation and direction of evacuation procedures in building under his/her control in accordance with the provisions of Fire Department Rules and the Fire Safety Plan.
- (3) ~~[Developing and implementing]~~ Ability to develop and implement a fire prevention and protection program to uncover and correct hazards relative to exits and maintenance thereof.
- (4) Show ~~[any]~~ knowledge in fire extinguishing systems and appliances; fire doors in partitions, exit passageways and stairs; the posting of door, elevator and other informational signs; the storage and use of combustible or flammable materials.

B. Qualifications: The Fire Safety Manager shall have the following qualifications:

- (1) Possess ~~[A]~~ at least five (5) years experience in fire protection and/or fire prevention activity or five (5) years experience in a responsible position pertaining to operation of building service equipment as defined in the Building Code or a satisfactory combination or equivalent.

- (2) Shall satisfactorily complete a course for Fire Safety Manager given by a school or other organization acceptable to the Fire Department. The Fire Department will issue a Certificate of Completion to the applicant after he/she has passed a written examination administered by the Fire Department. The applicant shall possess such a Certificate of Completion when making an application for a Certificate of Fitness.
- (3) Shall have the ability to pass an examination by a person or body designated by the Fire Official relative to the characteristics and occupancy of the building which is to be under the applicant's control and the duties connected with the service to be performed including, among others, the following:
 - (a) Certificate of Occupancy provisions.
 - (b) Height, area, construction and occupancy.
 - (c) Number, type and location of exits.
 - (d) Number type and location of areas of refuge, if any.
 - (e) Number, type, location and operation of elevators and escalators.
 - (f) Interior Fire Alarms, Special Alarms and/or Communication Systems.
 - (g) Standpipe system components and operation.
 - (h) Sprinkler system components and operation.
 - (i) Special extinguishing system components and operation.
 - (j) Number of person normally employed in building.
 - (k) Number of persons normally visiting the building.
 - (l) Plan for fire evacuation drills and evacuation.
 - (m) Table of organization for drill plan and for fire brigade.
 - (n) Operation of service equipment such as power, light, heat, cooling, ventilation, air-conditioning, refuse disposal, firefighting, transportation, or similar facility.
 - (o) Alterations and repair operations and the protective and preventive measures necessary to safeguard such operations, with priority attention to torch operations and the introduction, storage and use of flammable commodities.
 - (p) Special occupancies in the building and the proper protection and maintenance thereof.

C. Procedures. A Certificate of Fitness requires two levels of approval. The first is the general classroom qualification for Fire Safety Manager along with a Jersey City Fire Department Examination. The second level is the specific qualification for the particular building for which he/she is employed. The qualifications are as follows:

- (1) Level One: This level is achieved when an applicant completes a "Fire Safety Manager's course" in an institution approved by the Jersey City Fire Official, the applicant must then pass an examination by the Jersey City Fire Official and receives his/her Certificate of Completion. Employment as Fire Safety Manager in a particular building is not necessary for a Certificate of Completion.
- (2) Level Two: This level is achieved when the applicant successfully passes an examination given by the Fire Official in the field, pertaining to the service equipment and the Fire Safety Plan for the specific building for which he/she is Fire Safety Manager.
- (3) The applicant with the first level approval may continue employment as Fire Safety Manager while awaiting the second level approval.
- (4) If the holder of a first and second level approval terminates employment with the building in which he/she is employed, the second level approval for that specific building which he/she left is automatically revoked and a new second level approval is required for his/her new building. The holder of the Certificate of Fitness and the building owner/manager shall promptly notify the Fire Official of such change of building.

§3-134. Variations.

In buildings where compliance would cause practical difficulty or undue hardship, the Fire Official, at his discretion, may modify the requirements of these Rules and accept alternatives fulfilling the intent of these requirements consistent with public safety.

§3-135. Violations.

Any person who shall violate, or refuse, or neglect to comply with any provision of this code shall, upon conviction thereof be punished by a fine of not more than five hundred dollars, or by imprisonment not exceeding six months, or both; and any such person shall, also, for each offense, be subject to the payment of a penalty in the sum of two hundred fifty dollars to be recovered in a civil action brought in the name of the Fire Official.

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is **boldface** and
repealed matter by *italics*.

TK/he
1/28/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Ordinance Amending and Supplementing Chapter 3 (Administration of Government) Article XVIII (Fire Safety Manager) Mandating the Use of a Fire Safety Manager in the City of Jersey City for High-Rise Buildings

Initiator

Department/Division	Public Safety – Fire	
Name/Title	Dennis Nuber, Fire Official	
Phone/email	201-547-4255	

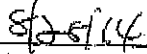
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

1. Create a continuing educational training program for Fire Safety Managers within the City of Jersey City.
2. Require all certified Fire Safety Managers to attend one training seminar as conducted by the Bureau of Fire Prevention.
3. Establish a minimum standard of training for certified Fire Safety Managers operating within the City of Jersey City.
4. Establish procedures for the revocation of a Fire Safety Managers certification for failure to carry out his/her duties in a professional and conscientious manner.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date